

PROJECT MANUAL
FOR
CONCRETE AND CURB REPLACEMENT
AT VARIOUS BAYONNE HOUSING
AUTHORITY SITES

HOUSING AUTHORITY
OF
THE CITY OF BAYONNE
549 AVENUE A
BAYONNE, NEW JERSEY 07002

MR. JOHN T. MAHON
EXECUTIVE DIRECTOR

2024

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INVITATION TO BID

THE HOUSING AUTHORITY OF THE CITY OF BAYONNE 549 AVENUE A BAYONNE, N.J. 07002

The Housing Authority of the City of Bayonne is receiving bids for **CONCRETE AND CURB REPLACEMENT AS NEEDED AT VARIOUS BAYONNE HOUSING AUTHORITY SITES.**

The Housing Authority of the City of Bayonne, the Awarding Authority (the "Owner") will receive sealed bids for this work in accordance with contract documents prepared together with such addenda as may be issued to the date of the receipt of the bids.

Parties interested in submitting a Sealed Bid may retrieve a detailed Bid Package, which more fully states the requirements of the Bid from the Authority's website at www.bayonneha.org/bids beginning on May 31, 2024. Any questions can be directed to epacyna@bayonneha.org.

Bids must be received no later than **JUNE 14, 2024 AT 11:00 AM**, prevailing time at the office of the Housing Authority of the City of Bayonne, at the address set forth above, **549 Avenue A, Bayonne, NJ 07002** in order to be considered. Bids must be submitted in a sealed envelope, addressed to the Authority, as directed by the Specifications. Envelopes shall contain, on the exterior, the designation of the contract for which the bid is entered, and the name, address and telephone number of the Bidder. An original and two (2) copies should be submitted.

Walkthroughs will be conducted individually and by appointment. Please call Michael Pacyna at 201-339-8700 and press 2 for the maintenance department, or e-mail mpacyna@bayonneha.org. Access to the buildings at any other time is restricted and wholly at the owner's discretion.

Parties choosing to submit their bids via the United States mail are required to have the mail delivered prior to the appointed bid opening time. Proper consideration must be given to allow for weekends and holidays.

The Authority reserves the right to waive any informality in any bid or bids, to reject any and all bids, and to accept such bid or bids and to make such awards as may be in the best interest of the Authority.

Bids will be awarded only to the corporation or other entity in whose name the qualifications or other documentation is submitted. Corporate affiliates, subsidiary or parent corporations or related entities are not automatically qualified.

Each bid shall be accompanied by a Bid Bond issued by a New Jersey Licensed Surety Company which is listed in the most recently published U.S. Treasury Circular No. 570, or by certified check in the amount called for in the Specifications, made out to the Housing Authority of the City of Bayonne. Bids must also be accompanied by the affidavits, etc., referred to in the Instructions to Bidders. Regardless of whether a Bid Bond or Certified Check is submitted for bid guarantee, each bidder must submit a Consent of Surety also from a New Jersey Licensed Surety Company which is listed in the most recently published U.S. Treasury Circular No. 570, stating that it will issue the necessary performance and maintenance bonds should the bidder enter into contract for this work with the Housing Authority of the City of Bayonne.

The Invitation for Bid and the contract awarded to it comply with the fair and open process, established and further defined by N.J.S.A. 19:44A-20.7. Consequently, the provision of N.J.S.A.

19:44A-20.5 and N.J.S.A 19:44A-20.26, as to campaign contributions, do not apply to the Invitation to Bid and the contract to be awarded hereunder.

Each Bidder must submit, with its Bid, security in the amount indicated below. No bidder may withdraw its Bid for a period of sixty (60) days after the actual date of opening thereof without the consent of the Authority.

| <u>Amount of Bid</u> | <u>Bid Guarantee</u> |
|------------------------|----------------------|
| Up to \$200,000 | 10% of Bid |
| \$200,000 to \$400,000 | \$20,000 |
| Over \$400,000 | 5% of Bid |

All Bidders are hereby notified that compliance with the most recently published and applicable Davis-Bacon Wage Requirements will be required in the performance of any contract awarded.

All Bidders are hereby notified that compliance with the business registration provisions of P.L. 2004, c. 57, as subsequently amended by P.L. 2009, c. 315, will be required at time of bid submission or thereafter in the performance of any contract awarded.

The successful Bidder will be required to obtain a Performance Bond for the full amount of the Contract and a Maintenance Bond for a percentage of the construction cost as defined in the specifications, both from a New Jersey Licensed Surety Company which is listed in the most recently published U.S. Treasury Circular No. 570.

Bidders and the successful Contractor and his subcontractors will be required to comply with Affirmative Action Regulations of the State of New Jersey, stipulated in N.J.S.A. 10:5-31-38, and to comply with Chapter 33 of the Public Laws of 1977 and with the requirements of Public Law of 1975, Chapter 127, and N.J.A.C. 17:27 "Law Against Discrimination", current regulations, as well as all federal Affirmative Action Programs.

All Bidders, including corporations, partnerships, and sole proprietorships, must submit a Statement of Ownership.

The project is being executed with funds provided by the U.S. Government through Department of Housing and Urban Development.

John T. Mahon, Executive Director
Housing Authority of the City of Bayonne

BID DOCUMENT SUBMISSION CHECKLIST

HOUSING AUTHORITY OF THE CITY OF BAYONNE

Concrete and Curb Replacement As Needed At Various Sites
(Name of Construction Project)

_____ (Project or Bid Number)

PLEASE SUBMIT ORIGINAL AND THREE (3) COPIES OF BID DOCUMENTS

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40A:11-23.2)

| Required with Submission of Bid (Owner's checkmarks) | Initial Each Item Submitted with Bid (Bidder's initials) |
|--|--|
| _____ A bid guarantee as required by N.J.S.A. 40A: 11-21 | _____ <u>ca</u> |
| _____ A certificate from a surety company, pursuant to N.J.S.A. 40A: 11-22 | _____ <u>ca</u> |
| _____ A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2 | _____ <u>ca</u> |
| _____ A listing of subcontractors, as required by N.J.S.A. 40A: 11-16 | _____ <u>ca</u> |
| _____ If applicable, bidder's acknowledgement of receipt any notice (s) or revision (s) or addenda to an advertisement, specifications or bid document (s) | _____ <u>ca</u> |

B. Failure to submit the following documents may be cause for the bid to be rejected (N.J.S.A. 40A: 11-23.1b)

| Required With Submission of Bid (Owner's checkmarks) | Initial each Item Submitted with Bid (Bidder's initials) |
|---|--|
| _____ Bid document submission checklist | _____ <u>ca</u> |
| _____ A Bid Form | _____ <u>ca</u> |
| _____ A previous participation certificate (HUD 2530) | _____ <u>ca</u> |
| _____ Business Registration Certificate or Certificate and Registration for Individuals, pursuant to N.J.S.A. 40A: 11-16 and 52:32-44 for both the bidder and all Subcontractors required to be listed in this Bid, as referenced above and as required by N.J.S.A. 40A: 11-16 | _____ <u>ca</u> |

| | | |
|-------|---|-----------|
| _____ | A performance and payment bond (certificate from a surety company, if your bid is accepted, they will furnish the performance bond) | <u>CA</u> |
| _____ | Representations, certifications and other statements of bidders (HUD 5369-A) | <u>CA</u> |
| _____ | Non-collusive affidavit (must be notarized) | <u>CA</u> |
| _____ | Bidder's affidavit | <u>CA</u> |
| _____ | Qualifications questionnaire | <u>CA</u> |
| _____ | Contracts completed in the last five years | <u>CA</u> |
| _____ | Status of contracts in hand | <u>CA</u> |
| _____ | Statement of Compliance | <u>CA</u> |
| _____ | Affidavit for affirmative action plan (must be notarized) | <u>CA</u> |
| _____ | Voluntary act and deed acknowledgment | <u>CA</u> |

C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name: Cedar Contracting Co., Inc.

By Authorized Representative: _____

Signature: 

Printed Name and Title: Carlos A. Amaral, President

Date: 6/14/24

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

CEDAR CONTRACTING CO., INC.

TRADE NAME:

ADDRESS:

621 N. UNION AVE.
HILLSIDE NJ 07205

SEQUENCE NUMBER:

0105505

EFFECTIVE DATE:

12/15/89

ISSUANCE DATE:

06/22/06



Acting Director
New Jersey Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certificate Number
614763

Registration Date: 04/05/2024
Expiration Date: 04/04/2026



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Cedar Contracting Co., Inc.
2024

Responsible Representative(s):
Carlos Amaral, President

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Certification 36710

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2019** to **15-MAR-2026**

CEDAR CONTRACTING CO., INC.
621 NORTH UNION AVENUE
HILLSIDE NJ 07205



A handwritten signature in cursive script, reading "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer



State of New Jersey

PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

APPROVED

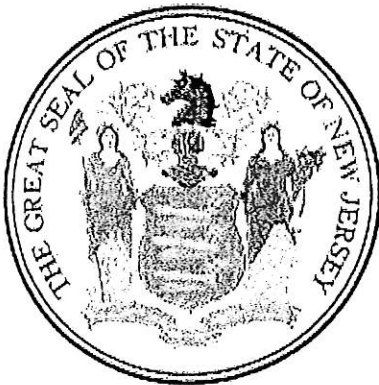
under the

Small Business Set-Aside Act

This certificate acknowledges CEDAR CONTRACTING CO., INC. as a Category 2 approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered Small businesses. If the business seeks to be registered again, it will have to reapply and complete a new application.



Peter Lowicki
Deputy Director

Issued: 11/22/2021
Certification Number: A0189-32

Expiration: 11/22/2024

The expiration date is contingent on the proper and on-time filing of all Annual Verifications. Please see above for more detail.

NOT AN
ELECTRICIAN'S
OR PLUMBER'S
LICENSE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Home Improvement Contractors

HAS REGISTERED

CEDAR CONTRACTING CO., INC.
Antonio J. Amaral
621 N Union Ave
Hillside NJ 07205

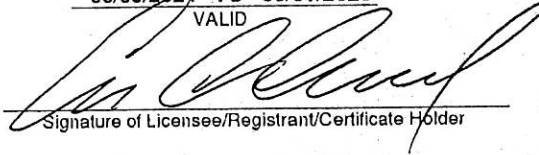
FOR PRACTICE IN NEW JERSEY AS A(N): **Home Improvement Contractor**

03/05/2024 TO 03/31/2025

VALID

13VH00821200

LICENSE/REGISTRATION/CERTIFICATION #


Signature of Licensee/Registrant/Certificate Holder


ACTING DIRECTOR

Project Name & Address CURB IMPROVEMENT, SPARTA TWP.
Owner SPARTA TWP.
Contact Person JIM ZEPF
Telephone # 973-726-3607
Contract Price & Date Completed 96,852. 6/14/19
Architect & Phone # if applicable 973-729-6178

Project Name & Address RAMSEY POOL, RAMSEY
Owner RAMSEY
Contact Person
Telephone # 201-342-4215
Contract Price & Date Completed 89,265. 4/22/20
Architect & Phone # if applicable CONCRETE CONSTRUCTION

Project Name & Address OLD HOOK ROAD, WESTWOOD
Owner WESTWOOD
Contact Person SCOTT GOODMAN, BOSWELL
Telephone # 201-206-7315
Contract Price & Date Completed 31,881. 11/10/20
Architect & Phone # if applicable

Project Name & Address RWT HOSPITAL, NEW BRUNSWICK
Owner RWT
Contact Person PAUL SPATZ
Telephone # 908-464-0208
Contract Price & Date Completed \$30,471. 12/20/21
Architect & Phone # if applicable

Project Name & Address RT. 130, HAMILTON
Owner HAMILTON
Contact Person PAUL SPATZ
Telephone # 908-464-0208
Contract Price & Date Completed 467,811. 11/6/23
Architect & Phone # if applicable

From: CClass@treas.state.nj.us,
To: cedarconcrete@aol.com,
Subject: Notice of Classification
Date: Tue, Sep 6, 2022 8:33 am

Attachments:

CEDAR CONTRACTING CO., INC.
621 N. UNION AVE
HILLSIDE, NJ 07205

State of New Jersey



DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034



NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

| Aggregate Amount | Trade(s) & License(s) | Effective Date | Expiration Date |
|------------------|--|--|-----------------|
| \$2,000,000 | C057 -LANDSCAPE CONSTRUCTION C059 -ROAD CONSTRUCTION & PAVING C056 -SEWER PIPING & STORM DRAINS C054 -SITE WORK | 09/09/2022 09/09/2022 09/09/2022 09/09/2022 | 09/08/2024 |

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_03_07.pdf.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE DPMC WEB SITE.



CONTRACTOR NOTICE OF PREQUALIFICATION

for
Cedar Contracting Co., Inc.
621 N. Union Avenue
Hillside, NJ 07205

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Effective Date: September 6, 2022
Expiration Date: September 8, 2024

Aggregate Limit: \$2 Million

| | | |
|---|--|--|
| <input type="checkbox"/> Construction Manager as Constructor | <input type="checkbox"/> Sprinkler Systems | <input type="checkbox"/> Pile Driving |
| <input type="checkbox"/> Design Build | <input type="checkbox"/> Sheet Metal (Mechanical) | <input type="checkbox"/> Prefabrication Buildings |
| <input type="checkbox"/> General Construction | <input type="checkbox"/> Electrical | <input type="checkbox"/> Prefabrication Music/Sound Clean Rooms |
| <input type="checkbox"/> General Construction/Alterations & Additions | <input type="checkbox"/> Communications Systems | <input type="checkbox"/> Relocatable Buildings |
| <input type="checkbox"/> Partitions/Ceilings | <input type="checkbox"/> Fire Alarm/Signal Systems | <input type="checkbox"/> Asbestos Removal/Treatment |
| <input type="checkbox"/> Doors & Hardware | <input type="checkbox"/> Security/Intrusion Alarms | <input type="checkbox"/> Asbestos Removal/Mechanical |
| <input type="checkbox"/> Windows | <input type="checkbox"/> Audio Visual Systems | <input type="checkbox"/> Waste Removal Toxic/Hazardous |
| <input type="checkbox"/> Siding & Gutters | <input checked="" type="checkbox"/> Site Work | <input type="checkbox"/> Radon Mitigation |
| <input type="checkbox"/> Carpeting | <input type="checkbox"/> Sewage & Water Treatment Plants | <input type="checkbox"/> Lead Paint Abatement |
| <input type="checkbox"/> Flooring/Tile | <input checked="" type="checkbox"/> Sewer Piping & Storm Drains | <input type="checkbox"/> Detention Equipment Systems |
| <input type="checkbox"/> Millwork | <input checked="" type="checkbox"/> Landscape Construction | <input type="checkbox"/> Energy Management Systems |
| <input type="checkbox"/> Insulation | <input type="checkbox"/> Underground Water & Utilities | <input type="checkbox"/> Elevators |
| <input type="checkbox"/> Acoustical | <input checked="" type="checkbox"/> Road Construction & Paving | <input type="checkbox"/> Museum Exhibits |
| <input type="checkbox"/> Concrete/Foundation Footings/ Masonry Work | <input type="checkbox"/> Athletic Fields/Tracks/Courts | <input type="checkbox"/> Test Boring |
| <input type="checkbox"/> Guniting | <input type="checkbox"/> Athletic Fields/Synthetic Turf | <input type="checkbox"/> Well Drilling |
| <input type="checkbox"/> Demolition | <input type="checkbox"/> Pumping Stations | <input type="checkbox"/> Microbial Remediation |
| <input type="checkbox"/> Fencing | <input type="checkbox"/> Landscape Irrigation | <input type="checkbox"/> Food Service Equipment |
| <input type="checkbox"/> Historical Light Fixture Restoration | <input type="checkbox"/> Roofing-Membrane EPDM | <input type="checkbox"/> School Furnishings |
| <input type="checkbox"/> Historical Restoration | <input type="checkbox"/> Roofing-Membrane PVC/CPE/CSPE | <input type="checkbox"/> Lab Furniture/Equipment |
| <input type="checkbox"/> Pre-Cast Concrete | <input type="checkbox"/> Roofing-Membrane Modified Bitumen | <input type="checkbox"/> Seating/Bleachers |
| <input type="checkbox"/> Curtain Walls | <input type="checkbox"/> Roofing-Urethane | <input type="checkbox"/> Swimming Pools |
| <input type="checkbox"/> Architectural Cast Iron | <input type="checkbox"/> Roofing-Built Up | <input type="checkbox"/> Dust Collectors |
| <input type="checkbox"/> Welding | <input type="checkbox"/> Roofing-Metal | <input type="checkbox"/> Signage & Graphics |
| <input type="checkbox"/> Structural Steel & Ornamental Iron | <input type="checkbox"/> Roofing-Tile/Slate/Shingles | <input type="checkbox"/> Septic Systems |
| <input type="checkbox"/> Plumbing | <input type="checkbox"/> Caulking & Waterproofing | <input type="checkbox"/> Stage Equipment |
| <input type="checkbox"/> Oil & Gas Burners | <input type="checkbox"/> Scaffolding | <input type="checkbox"/> Underground Storage Tanks/Closure & Installation |
| <input type="checkbox"/> HVACR | <input type="checkbox"/> Roofing-Historical Sites | <input type="checkbox"/> Underground Storage Tanks/Installation |
| <input type="checkbox"/> Boilers (New Repair) | <input type="checkbox"/> Roofing-TPO | <input type="checkbox"/> Underground Storage Tanks/Closure |
| <input type="checkbox"/> Service Station | <input type="checkbox"/> Painting-General | <input type="checkbox"/> UST/Tank Testing |
| <input type="checkbox"/> Solar Energy Systems | <input type="checkbox"/> Painting-Tanks/Steel Structures/Elevated Structures | <input type="checkbox"/> Underground Storage Tanks/Corrosion Protection Systems Analysis |
| <input type="checkbox"/> Energy Services (ESCO) | <input type="checkbox"/> Painting-Historical Sites | <input type="checkbox"/> Above Ground Storage Tanks |
| <input type="checkbox"/> Geothermal Loop Systems | <input type="checkbox"/> Sandblasting | <input type="checkbox"/> Site Remediation |
| <input type="checkbox"/> Fireproof Applications | <input type="checkbox"/> Divers | <input type="checkbox"/> Inside Plant Cable |
| <input type="checkbox"/> Insulation (Mechanical) | <input type="checkbox"/> Barges | <input type="checkbox"/> Outside Plant Cable |
| <input type="checkbox"/> Fire Suppression Systems | <input type="checkbox"/> Bulkhead & Docks | <input type="checkbox"/> Fiber Installation & Splicing |
| <input type="checkbox"/> Control Systems | <input type="checkbox"/> Jetty & Breakwater | |
| <input type="checkbox"/> Parking & Control Systems | <input type="checkbox"/> Dredging | |

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

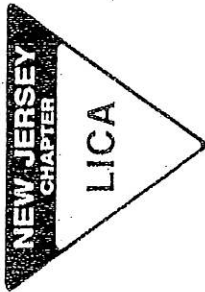
Information contained in this notice can be verified at: <https://sda03.njsda.gov/PublicReportsUI/ VendorSearch.aspx>

**NOTICE OF CLASSIFICATION
CEDAR CONTRACTING CO., INC.**

ATTACHMENT A

Financial Capability Range
\$5,000,001 to \$10,000,000

| Work Classification(s) | | Project Rating(s) |
|------------------------|---|-------------------|
| 8C | CURBS, SIDEWALKS, AND MISCELLANEOUS CONCRETE WORK | \$2,000,000 |
| 1A | CLEARING | \$2,000,000 |



Land Improvement Contractors
of America



Expires
February 28,
2025

CERTIFICATE

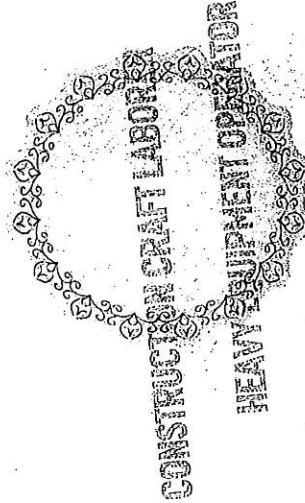
OF PARTICIPATION

NJLICA Apprenticeship Education and Training Fund
ERISA Participation

Cedar Contracting Co., Inc.



Buddy Freund
Executive Director
NJLICA



Vehicles/Equipment owned:

1976 General Semi-Trailer
1979 GMC X-Heavy Truck
1984 Ford Truck 350
1984 NTTRL Trailer
1987 Ford F600 Platform Truck
1987 Ford LTL 9000 Dump Truck
1988 Mercedes Medium Truck
1990 International Dump Truck
1995 Mack Dump Truck
1996 Eager Beaver Trailer
1996 Hudson Trailer
1997 Ford Van
1998 Ford Dump Truck
1999 Chevy Box Truck
2000 Ford Flat Bed Truck
2003 Ford Pickup
2004 Ford F450 Mason Dump
2006 CAR Trailer
2006 Ford F550
2006 Ford Van
2008 MGS Trailer
2008 Towmaster Trailer
2009 Ford F50
2011 International
2011 Chevy Van
2011 CAM Trailer
2012 Ford F-550
2012 Dodge Dump truck
2014 Ford F-150
2017 Kenilworth Dump truck
2018 RAM pickup
2020 Interstate Trailer
2023 Ford F-350
1990 Case 580K Backhoe
1988 Dynapac Paving Roller
1997 Case 1840 Skid Steer
2004 Case Super M
2001 Case 590 Super M
1997 Case 580L
Case 580K
Case 590 SM
1984 Case 580E Backhoe
2011 Case 580
Case Mini-excavator
2018 Case 580SN
2018 Case N

2015 Case TR310
2012 Case Super N
2014 Bobcat E55
2012 Case 580 Super L

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

HOUSING AUTHORITY OF THE CITY OF BAYONNE

Concrete and Curb replacement As Needed At Various Sites

(Name of Construction Project)

_____ (Project or Bid Number)

In accordance with N.J. S. A. 40A: 11-23a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date or receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid. Moreover, you must provide the following information when submitting the bid. Failure to do so shall render a bidder's bid proposal unresponsive, and shall constitute a fatal defect that cannot be cured by a governing body, and shall cause the bid to be rejected without opportunity to cure the defect.

Title of Addendum/Revision

How Received

Date Received

(mail, fax,
pick-up, etc.)

NONE

Acknowledgement by bidder:

Name of Bidder: Cedar Contracting Co., Inc.

By Authorized Representative:

Signature: _____

Printed Name and Title: Carlos A. Amaral, President

Date: 6/14/24

BID FORM

Concrete And Curb Replacement As Needed At Various Sites

BIDDER'S NAME: Cedar Contracting Co., Inc.
 ADDRESS: 621 N. Union Ave.
Hillside, NJ 07205
 TELEPHONE NO.: 908-687-8228 FAX NO: 908-687-8213
 E-MAIL ADDRESS: cedarconcrete@aol.com
 TO: HOUSING AUTHORITY OF THE CITY OF BAYONNE
(the "AUTHORITY")
 ADDRESS: 549 Avenue A P.O. Box 277
Bayonne, New Jersey 07002
 TELEPHONE NO. : 201-339-8700 FASCIMILE NO: 201 436-0995
 ATTENTION: Mr. John T. Mahon EXECUTIVE DIRECTOR

Pursuant to and in accordance with your Advertisement for Bids for work at these designated locations, and in accordance with the Instructions for Bidder's relating thereto, the undersigned hereby agrees to furnish all labor, materials, supplies, equipment, and other facilities necessary or proper for, or incidental to, or as required by the bid materials prepared by the Housing Authority of the City of Bayonne and dated 2024, along with all other addenda issued and mailed to the undersigned prior to the date of opening of bids.

It is hereby certified that the undersigned is the only person interested in this bid as Principal, and that the bid is made without collusion with any person, firm, or corporation.

TOTAL LUMP SUM SINGLE CONTRACT BID:

The bid is based on the cost per square foot of surface prepped, primed and painted as described in the technical specifications, and the cost per square foot of plaster repairs. Payment to the contractor will be based on the total square footage completed and deemed acceptable by the Authority.

Bid Price Calculation: (Insert prices, one for Sidewalk repairs and one for Curb Replacement then multiply

| for total cost) Job | Max. sq. ft. | Cost per sq. ft. | Total cost per job |
|---|------------------|--------------------------|--------------------|
| Sidewalk----- | 15,000 sq. ft. x | <u>12.95</u> per sq. ft. | <u>194,250.00</u> |
| Curbing----- | 250 Linear. x | <u>44.95</u> per sq. ft. | <u>11,237.50</u> |
| (Combine both totals for a final bid price) | | | <u>205,487.50</u> |
| Total Bid Price | | | |

For the sum of: (words) TWO HUNDRED FIVE THOUSAND FOUR HUNDRED EIGHTY SEVEN FIFTY dollars \$(numbers) 205,487.50

All blank spaces for total bid prices must be filled in, or typewritten, in both words and figures. This total bid price must be the same here and the total shown immediately above as the sum of the Bid Price Calculation.

In submitting this bid, it is agreed:

1. to accept the provisions of the Instructions to Bidders;
2. to enter into and execute a contract, if awarded, on the basis of the bid;
3. to accomplish the work in accordance with the drawings and specifications;
4. to complete the work within the specified time after contract signing;
5. to furnish bonds as required in the specifications; and
6. to engage in the alternative dispute resolution procedure set forth in the Mediation Rules of the Authority, currently in effect, on file with the Authority and available upon request.

In submitting this bid, I have received and included the following addenda:

Addendum Number

NONE

Dated

6/14/24

In submitting this bid, I have attached the following:

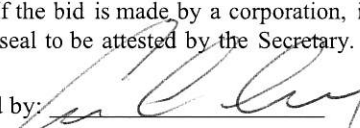
1. Letter from my surety company stating that it will provide bidder with Performance Bond called for in the Project Manual.
2. Bid Guarantee in the form of a Certified Check or Bid Bond in the following amount: for contracts up to \$200,000 the bid guarantee amount shall be 10%; for contracts from \$200,010 to \$400,000 the bid guarantee shall be \$20,000; for contracts over \$400,000 the bid guarantee shall be 5%.
3. Statement of Bidder's Qualifications.
4. Non-Collusive Affidavit.
5. Disclosure Statement of Ownership.
6. Affidavit for Affirmative Action Plan.
7. Bidder's Affidavit.
8. Qualification Questionnaire.
9. Previous Participation Certification.
10. Voluntary Act and Deed Acknowledgement.
11. Subcontractor Certificates.
12. Other submittals required elsewhere in the Project Manual.

It is agreed that the Authority shall be permitted to accept this bid within the period stipulated in the Project Manual without further cost to the Authority. It is further agreed that Authority in not bound to accept the lowest bid of any submitted.

It is agreed that the successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he had received notice of the acceptance of his bid, shall forfeit to the Housing Authority, as liquidated damages for such failure or refusal, the security deposit with his bid. In addition, the Contractor shall submit the consent of surety from a surety listed in the most recent publication of the Department of Treasury Circular No. 570.

In as much as the exact amount of damage and loss to the Authority which will result from failure of the contractor to complete the work within the time herein specified is difficult to ascertain, the damages for delay in case of such failure on the part of the Contractor shall be liquidated in the amount called for in the Project Manual for each consecutive calendar day (Sunday and Holidays included) by which the Contractor shall fail to substantially, complete the work under this Contract in accordance with the provisions hereof, and such liquidated damages shall be deductible from any funds due the Contractor under this Contract.

NOTE: If the bid is made by a corporation, it shall be signed by the President or other authorized officer and attach the corporate seal to be attested by the Secretary.

Submitted by:  Cedar Contracting Co., Inc.
Legal Name of Corporation

Address: 621 N. Union Ave.
Hillside, NJ 07205

Telephone: 908-687-8228 Facsimile 908-687-8213

E-Mail: cedarconcrete@aol.com

Name of State of Incorporation: New Jersey

Signed By: Carlos A. Amaral Title President

Attest:  (Place Corporate Seal Here)

Date: 6/14/24

Note: If the bid is made by an unincorporated firm or partnership, it shall be signed in the firm or partnership name and also by two or more of the partners or members of the firm in their names.

Submitted by: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail: _____

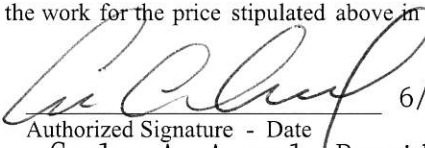
Signed By: _____ Title: _____
Signature of Owner or Partner

Signature of Owner or Partner Title: _____

Date: _____

1. The undersigned hereby agrees to perform the work for the price stipulated above in accordance with the terms of the Contract and Specifications.

Cedar Contracting Co., Inc.
Name of Firm


Authorized Signature - Date
Carlos A. Amaral, President

6/14/24

2. By submittal of a bid, Contractor represents that he has visited the Project Site (s) and has familiarized himself with the job conditions by means of inspection and examination of the work area.
3. Contractor shall provide 100% Insurance of Performance and Payment Bond, from a U.S. approved surety duly licensed in the State of New Jersey. If at any time the Authority, for justifiable cause, shall be or become dissatisfied with any surety or sureties then upon the Performance or Payment Bonds, the contractor shall, within five (5) days after notice from the Authority, substitute acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be acceptable to the Authority. The premiums on such bond(s) shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Authority.
4. Contractor shall provide proof of complete comprehensive and liability insurance.
5. The Housing Authority hereby represents that the conditions of the locations for which service are required at the time of the Bidder's inspection may be altered or changed. It is the responsibility of the Bidder to make himself aware of any changes in the job conditions.
6. In submitting this bid, the bidder understands that the right is reserved by the Housing Authority to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.
7. The Housing Authority reserves the right to award or not to award a contract in the Housing Authority's best interest.
8. The Housing Authority reserves the right to reject any bid if evidence submitted by, or investigation of, such bidder fails to satisfy the Authority that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. Conditional bids will not be accepted.
9. Attached is a Statement of Bidder's Qualifications properly executed.
10. Attached hereto is an Affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid or the submitting of bids for the Contract for which his bid is submitted.
11. Attached hereto is Form HUD-2530, which shall be completed, signed and submitted with this bid. Submit one original only.
12. Attached hereto is Form HUD 5369-A, which shall be completed, signed and submitted with this bid. Submit one original only.
13. Attached hereto are a Voluntary Act and Deed Acknowledgement by the Secretary of the Bidder which must be completed, executed, notarized and submitted together with this bid. The successful bidder's acknowledgement shall be incorporated into the Contract at the time of award. Submittal of this acknowledgement is a prerequisite to the validity of this bid.
14. The bidder represents that he has, () has not participated in a previous contract or subcontract subject to either the Equal Opportunity Clause herein or the clause originally contained in Section 201 of Executive Order No. 11114; that he has, () has not, filed all required compliance reports, and that representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontracts.
15. The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit any of his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not

permit any of his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract, resulting from his acceptance of the bid. As used in this certification, the terms "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

16. The undersigned Bidder hereby agrees that if this bid shall be accepted by the Housing Authority and the Undersigned shall fail to execute and deliver the Contract and performance bonds in accordance with the requirements of the Instructions to Bidders, then the undersigned shall be deemed to have abandoned the Contract and thereupon the Bid and its acceptance shall be null and void and the Housing Authority may be entitled to the amount of the certified check, cashier's check, or bid bond as damages, otherwise said certified check, cashier's check or bid bond shall be returned to the undersigned.
17. This bid is accompanied by a certified check \$ _____, cashier's check \$ _____, or Bid Bond \$ 20,000.00 to the order of the Housing Authority in an amount as follows: for contracts up to \$200,000 the bid guarantee amount shall be 10%; for contracts from \$200,001 to \$400,000 the bid guarantee shall be \$20,000; for contracts over \$400,000 the bid guarantee shall be 5%. Any surety company used for the purpose of issuing a bid or performance and payment bond must be approved to act as on bonds securing government contracts issued by the U.S. Treasury Circular No. 570, as published annually in the Federal Register.
18. CONTRACT PERIOD The work shall commence at the time stipulated and shall be fully completed within the terms of the specifications. Contract period shall be from June 1, 2024 to May 31, 2025 with an option to extend for an additional one year period at the Housing Authority's discretion.
19. ALTERNATIVE DISPUTE RESOLUTION In submitting this bid, the bidder acknowledges that, pursuant to N.J.S.A. 40A: 11-50 (P.L. 1997, c.371), the contract documents contain provisions for an alternative dispute resolution ("ADR") procedure, set forth and defined, in its entirety, in Paragraph 31, entitled "Disputes" of the General Conditions of the Contract, as amended by the Special Conditions of the Contract, incorporated herein by reference, which procedure conforms to the industry standards, and which must be utilized to attempt to resolve disputes arising under the contract prior to such disputes being submitted to a court for adjudication. Any such dispute shall be settled by mediation, as that term is defined in the Special Conditions, pursuant to the Mediation Rules of the Housing Authority (the "Mediation Rules"). The Contractor, as the successful bidder, agrees to mediation pursuant to the Mediation Rules, currently in effect, on file with the Housing Authority and available upon request. The cost of Mediation shall be paid entirely by the Contractor. Nothing in this section shall prevent the contracting unit/officer from seeking injunctive or declaratory relief in court at any time. When a dispute concerns more than one contract, a construction contract and a related contract involving design, architecture, management, or engineering, or when more than one dispute of a similar nature arises under a construction, all interested parties may be included in the ADR proceeding, at the request of one of the contracting parties, unless determined to be inappropriate by the person appointed to resolve the dispute. The term "construction contract" includes contracts for construction, or its related architecture, engineering, or construction management. The ADR shall not apply to disputes concerning the bid solicitation or award process or to the formation of contracts or subcontracts to be entered into pursuant to N.J.S.A. 40A: 11-1 et seq.
20. CONTRACTOR'S EXPERIENCE The contractor shall be State licensed contractor and shall be totally familiar with all the procedures and materials. The Contractor shall provide written documentation of previous experience. The Housing Authority may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Authority all such information and data for this purpose as the Authority may request, including but not limited to, his previous experience in performing comparable work, his business and technical organizations, and financial resources.

21. BUSINESS REGISTRATION CERTIFICATE At the time of the bid, the bidder should submit a certification that the bidder has complied with the business registration provisions of N.J.S.A. 52:32-44 and N.J.S.A. and N.J.S.A. 40A: 11-23.2, and, in particular, that the bidder has either: (a) obtained a Business Registration Certificate from the State of New Jersey, Department of Treasury and has attached a true copy of the said Certification: or (b) obtained a Certificate of Registration for Individuals Contracting with Public Agencies from the State of New Jersey, Department of the Treasury and has attached a true copy of the said Certificate to the Certification. Failure to submit this form and its accompanying documents could result in rejection of the bid. However, pursuant to N.J.S.A. 40A: 11-23.2 and N.J.S.A. 52:32-44 (1) (b), both as recently amended in January, 2010 by P.L. 2009, c.315 the Authority, at its sole option and discretion, can determine that the Contractor to be the lowest responsible bidder can provide the Business Registration Certificate to the Authority subsequent to the bidding process, but prior to the time a contract is executed.
22. LICENSED SUBCONTRACTORS At the time of the bid, the bidder should submit a certificate, which lists subcontractors for the furnishing of plumbing, gas fitting heating/ventilation/air conditioning, electrical, structural steel and ornamental iron work. Said certificate shall identify the scope of work for which each listed subcontractor for the above referenced trades has submitted a price quote and for which the bidder has agreed to award to each subcontractor should the bidder be awarded the contact. Said certificate shall also include for each subcontractor named thereon: (a) the subcontractor name; (b) address; (c) telephone number; (d) New Jersey license number (if applicable); and (e) name of licensee (if applicable). Failure to submit this form and its accompanying documents will result in rejection of the bid. In addition, at the time of bid, the bidder should submit a copy of the Business registration Certificate and enter on the subcontractor certificate the number of such certificate for each subcontractor required to be listed as a subcontractor. However, pursuant the revisions in law described in paragraph 21 above, the Authority, as its sole option and discretion, can determine that the Contractor determined to be the lowest responsible bidder can provide the Business Registration Certificate of any subcontractor required to be listed to the Authority subsequent to the bidding process, but prior to the time a Contract is executed with the Contractor.
23. TAX EXEMPTION Bidders are to take note that the Housing Authority is an exempt organization under the provisions of the New Jersey State Sales and Use Tax and the payment of sales taxes are not required.
24. GUARANTEE OF WORK The Contractor shall guarantee ail work and materials under this contract to be free from defects in workmanship or materials except for normal wear and tear for a period of one (1) year from the date of completion and acceptance by the Authority and agrees to replace any such defects at no charge to the Authority during that period. The Contractor agrees to furnish a surety corporation bond in the amount of five (5) percent of the paid contract price to insure the one (1) year guarantee obligations prior to final payment.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Date: 6/14/24


Signature

By: Carlos A. Amaral
Name

Title: President

Official Address:

621 N. Union Ave.
Hillside, NJ 07205

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Controlling Participant of Covered Projects

(See instructions)

Reason for submission: Bid submission

1. Agency name and City where the application is filed
Housing Auth. of Bayonne

3. Loan or Contract amount \$

4. Number of Units or Beds

For HUD HQ/FmHA use only

2. Project Name, Project Number, City and Zip Code
Concrete Curb Repl., Bayonne 07002

5. Section of Act

6. Type of Project (check one)
 Existing Rehabilitation Proposed (New)

7. List all proposed Controlling Participants and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate

Amaral, Carlos A.

8 Role of Each Principal in Project

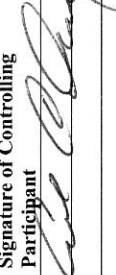
President

9. SSN or IRS Employer Number

22-3014802

Certifications: The controlling participant(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The controlling participant(s) further certify that to the best of their knowledge and belief:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
 - There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
 - The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
- All the names of the controlling participants who propose to participate in this project are listed above.
- None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
- None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
- None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
- None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

| Name of Controlling Participant | Signature of Controlling Participant | Certification Date (mm/dd/yyyy) | Area Code and Tel. No. |
|------------------------------------|---|---------------------------------|------------------------|
| Carlos A. Amaral |  | 06/14/2024 | 908-687-8228 |
| This form prepared by (print name) | Carlos A. Amaral | Area Code and Tel. No. | 908-687-8228 |

Previous editions are obsolete

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

| 1. Controlling Participants' Name (Last, First) | 2. List of previous projects (Project name, project ID and, Govt. agency involved) | 3. List Participants' Role(s) (indicate dates participated, and if fee or identity of interest participant) | 4. Status of loan (current, defaulted, assigned, foreclosed) | 5. Was the Project ever in default during your participation Yes No If yes, explain | 6. Last MOR rating and Physical Insp. Score and date |
|---|--|---|--|---|--|
| Carlos A. Amaral | Curb Improvement, Bayonne Hsg. Auth. | Project Supervisor 3/5/24 | N/A | X | |

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

| | | |
|----------------------------------|------------------------|---|
| Date (mm/dd/yyyy) | Tel No. and area code | <input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum) |
| Staff | Processing and Control | Approved <input type="checkbox"/> Yes <input type="checkbox"/> No Date (mm/dd/yyyy) |
| Signature of authorized reviewer | | Signature of authorized reviewer |

Previous editions are obsolete

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. part 200, subpart H, can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

Purpose: This form provides HUD with a certified report of all previous participation in HUD programs by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all controlling participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR 200.212, and as further clarified by the Processing Guide referenced in 24 CFR 200.210(b) and made available on the HUD website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR 200.214 and for the Triggering Events listed at 24 CFR 200.218.

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR 200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

Specific Line Instructions are set forth in the Processing Guide.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

BIDDER'S STATEMENT OF OWNERSHIP

In accordance with N.J.S.A. 52:25-24.2 provides the following information when submitting the bid. Failure to do so shall render a bidder's bid proposal unresponsive, and shall constitute a fatal defect that cannot be cured by a governing body, and shall cause the bid to be rejected without opportunity to cure the defect.

PART I—If the bidder is a corporation:

Name of Corporation Cedar Contracting Co., Inc.
State of Incorporation. New Jersey
Date of Incorporation 12/15/1989

For those individuals * who own 10 percent or more of any class of its stock:

| NAMES | ADDRESS |
|-------------------------|--|
| <u>Carlos A. Amaral</u> | <u>621 N. Union Ave., Hillside, NJ 07205</u> |
| _____ | _____ |

PART II- If the bidder is a partnership:

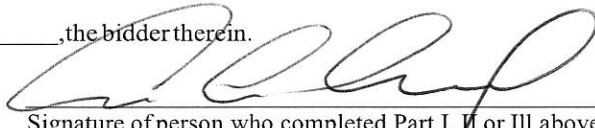
Name of Partnership _____
County in which certificate of Tradename is filed _____

For those individuals * who own 10 percent or more of the interest in the partnership:

| NAMES | ADDRESS |
|-------|---------|
| _____ | _____ |
| _____ | _____ |

Part III- If the bidder is a sole proprietorship:

_____ hereby certifies that I am the sole owner of
_____, the bidder therein.



Signature of person who completed Part I, II or III above

Carlos A. Amaral, President

* If any of the individuals listed below is a partnership or corporation, a separate sheet should be attached giving the same information requested above for each such partnership or corporation. Similarly if any additional entry is a partnership or corporation, information must be provided to the level of ownership required to document ultimate ownership in the persons (not partnerships or corporations).



BID BOND

(State of New Jersey – Penal Sum Form)

KNOW ALL MEN BY THESE PRESENTS, That we, Cedar Contracting Co., Inc., as Principal, and Atlantic Specialty Insurance Company, a corporation duly organized under the laws of the State of New York, as Surety, are held and firmly bound unto City of Bayonne as Obligee, in the sum of 10% of Bid, Not to Exceed \$20,000 for the payment of which Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Principal has submitted a bid for Concrete and Curb Replacement at Various Bayonne Housing Authority Sites, the Project.

NOW THEREFORE, if the Obligee accepts the bid of the Principal and the Principal enters into a Contract with the Obligee for the Project, this obligation is null and void, otherwise to remain in full force and effect.

Signed, sealed and dated this 14th day of June, 2024 .

Cedar Contracting Co., Inc.

BY: [Signature] Principal CARLOS A. AMARAL, PRESIDENT

ITS: _____

Atlantic Specialty Insurance Company

[Signature] Justine C. Barker, Attorney-in-Fact

[Signature] Witness MICHAEL HAIKO

[Signature] Anthony Pietanza, Witness as to Surety

605 Highway 169 North, Suite 800
Plymouth, Minnesota, USA 55441
Web: intactspecialty.com/surety
Email: surety@intactinsurance.com



CONSENT OF SURETY


TO: City of Bayonne
(Owner)

RE: Cedar Contracting Co., Inc.
(Contractor)

Concrete and Curb Replacement at Various Bayonne Housing Authority Sites
(Project Description)

This is to certify that Atlantic Specialty Insurance Company (Surety) will provide to City of Bayonne (Owner) a performance bond in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

Cedar Contracting Co., Inc.
(Contractor)


(Agent) Justine C. Barker, Attorney-in-Fact

Date: 6/14/2024

CONSTENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

605 Highway 169 North, Suite 800
Plymouth, Minnesota, USA 55441
Web: intactspecialty.com/surety
Email: surety@intactinsurance.com

SURETY ACKNOWLEDGMENT

State of New Jersey

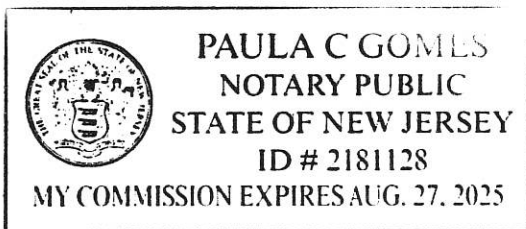
County of Morris

On this 14th day of June 2024, before me personally came Justine C. Barker to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of Atlantic Specialty Insurance Company the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolution thereof.

Paula C. Gomes

Notary Public

My commission expires





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Christina Van Lenten, Darrin M Errichiello, David H. Page, David Henry Page, Gregory A. Frankel, Justine C. Barker, Larry J. Chasin, Lisa F. Mcilvaine**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

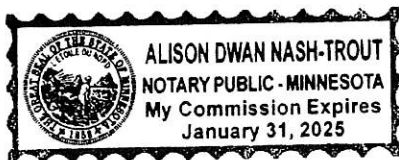
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

STATE OF MINNESOTA
HENNEPIN COUNTY



By 
Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 14th day of June, 2024.

This Power of Attorney expires
January 31, 2025




Kara L.B. Barrow, Secretary




Atlantic Specialty Insurance Company
Period Ended 12/31/2023

Dollars displayed in thousands

| | | | |
|--|------------------|--|------------------|
| Admitted Assets | | Liabilities and Surplus | |
| Investments: | | Liabilities | |
| Bonds | \$ 2,666,141 | Loss Reserves | \$ 1,191,377 |
| Preferred Stocks | - | Loss Adjustment Expense Reserves | 401,505 |
| Common Stocks | 765,847 | Total Loss & LAE Reserves | <u>1,592,881</u> |
| Mortgage Loans | - | Unearned Premium Reserve | 806,718 |
| Real Estate | - | Total Reinsurance Liabilities | 45,997 |
| Contract Loans | - | Commissions, Other Expenses, and Taxes due | 78,425 |
| Derivatives | - | Derivatives | - |
| Cash, Cash Equivalents & Short Term Investments | 194,124 | Payable to Parent, Subs or Affiliates | - |
| Other Investments | 9,571 | All Other Liabilities | <u>810,774</u> |
| Total Cash & Investments | <u>3,635,684</u> | Total Liabilities | <u>3,334,795</u> |
| Premiums and Considerations Due | 338,312 | Capital and Surplus | |
| Reinsurance Recoverable | 127,403 | Common Capital Stock | 9,001 |
| Receivable from Parent, Subsidiary or Affiliates | 17,691 | Preferred Capital Stock | - |
| All Other Admitted Assets | 93,457 | Surplus Notes | - |
| Total Admitted Assets | <u>4,212,546</u> | Unassigned Surplus | 251,805 |
| | | Other Including Gross Contributed | 616,946 |
| | | Capital & Surplus | <u>877,751</u> |
| | | Total Liabilities and C&S | <u>4,212,546</u> |

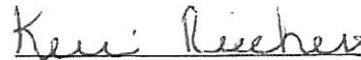
State of Minnesota
County of Hennepin

I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2023, according to the best of my information, knowledge and belief.



 Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 19th day of March, 2024.



 Notary Public



BID BOND/GUARANTEE

In accordance with N.J.S.A. 40A: 11-21, provide the following information when submitting the bid. Failure to do so shall render a bidder's bid proposal unresponsive, and shall constitute a fatal defect that cannot be cured by a governing body, and shall cause the bid to be rejected without opportunity to cure the defect. Moreover, letters of credit are not acceptable as bid guarantees.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____ as Principal and _____

_____ as SURETY are held and firmly bound unto the Housing Authority of the City of Bayonne, hereinafter called the "Local Authority", in the penal sum of _____% of the bid. _____ Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompany bid, dated _____, for

NOW THEREFORE, if the principal shall not withdraw said bid within the period of sixty (60) days after said opening, and shall within the period specified therefore, give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the time specified, if the Principal shall pay the Local Authority the difference between the amount specified in said bid and the amount for which the Local Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

_____ (Seal)

_____ (Address) _____ (Business Address)

_____ (Seal)
_____ (Individual Principal)

_____ (Address) _____ (Business Address)

ATTEST:

_____ (Corporate Principal)

(Affix
Corporate
Seal)

_____ (Business Address)

By: _____

Attest _____

_____ (Corporate Surety)

(Affix
Corporate
Seal)

By: _____

(Power of Attorney for person signing for Surety Company must be attached to bond.)

FORM OF CONSENT OF SURETY

In accordance with N.J.S.A. 40A: 11-22, provide the following information when submitting a bid. Failure to do so shall render a bidder's bid proposal unresponsive and constitute a fatal defect that cannot be cured by a governing body, and shall cause the bid to be rejected without opportunity to cure the defect.

The undersigned hereby certify that they are the duly authorized agents of

duly authorized to do business in the State of New Jersey, and agree to furnish to

_____ a surety bond for the financial performance of any and all provisions contained in the specifications and contract. The maximum amount that we will be surety for _____ is

Surety Company of Agent

Attest:

Secretary

The terms of the Surety Company for furnishing the bond are hereby accepted.

Name of Bidder

By: _____

Title

IMPORANT: THIS FORM MUST BE EXECUTED BY SURETY AND BIDDER. SUBMISSION OF A CERTIFIED CHECK TO FULFILL THE BID SECURITY REQUIREMENTS DOES NOT RELIEVE THE BIDDER FROM SUBMISSION OF THIS CONSENT OF SURETY BY A SURETY COMPANY LICENSED TO ISSUE SURETY BONDS IN THE STATE OF NEW JERSEY AND APPROVED IN THE U.S. TREASURY CIRCULAR N0.570.

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____ as Principal and _____ as SURETIES are hereby held and firmly bound unto the Housing Authority of the City of Bayonne, New Jersey; in the penal sum of _____ dollars, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

Signed this _____ day of _____, 20____.

The condition of the above obligation is such that whereas, the above named principal was awarded, on the _____ day of _____, 2024 a contract with the Housing Authority of the City of Bayonne, New Jersey for _____

_____ with said contract, consisting of Invitation, Bid and Award, is made a part of this Bond, the same as though set forth herein:

Now, if the said _____ SHALL WELL AND FAITHFULLY DO AND PERFORM THE THINGS AGREED BY _____ to be done and performed according to the Terms of said contract, and shall pay all lawful claims of subcontractors, material men, laborers, person, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, material men, laborer, person, firm or corporation having just claim, as well as for the oblige herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of the obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of said contract or in the specifications therefore shall in anyway affect the obligation of said surety on its bond.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under the several seals this _____ day of _____ 2024 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

In the presence of:

(Individual Principal) (seal)

(Business Address)

(Individual Principal) (seal)

(Business Address)

(Corporate Principal)

(Affix
Corporate
Seal)

(Business Address)

_____ by _____

.ATTEST:

(Corporate Surety)

(Affix
Corporate
Seal)

(Business Address)

The rate of premium in this bond is \$ _____ per thousand.
The total amount of premium charges is \$ _____

(The above is to be filled in by Surety Company)

(Power of Attorney of person signing for Surety Company must be attached to bond)

Preparation of Performance and Payment Bond

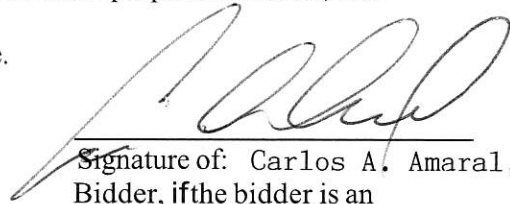
- (1) Individual sureties, partnerships; or corporations not in the surety business will not be acceptable.
- (2) The name of the Principal shall be shown exactly as it appears in the Contract
- (3) The penal sum shall be not less than the contract amount.
- (4) If the Principals are partners, or joint ventures, each member shall execute the bond as an individual, with his place of residence shown.
- (5) If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive shall be affixed following the corporate name.
- (6) The official character and authority of the persons executing the bond for the Principal, whether individual, partnership or corporation, shall be certified by individual partner or in the case of a corporation, by the secretary or assistant secretary therefore under the corporate seal, or there may be attached copies of so much of the records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies. If a Corporation, President or Vice President should sign for same and Secretary of Corporation should attest to signature of signing officer.
- (7) The current power-of-attorney of the persons signing for the surety company must be attached to the bond.
- (8) The date of bond must not be prior to the date of contract.
- (9) The following information must be placed on the bond by the surety company:
 - (a) The rate of premium in dollars per thousand, and
 - (b) The total dollar amount of premium charged
- (10) The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the bond.
- (11) Type or print the name underneath each signature appearing in the bond.
- (12) An executed copy of the bond must be attached to each copy of the Contract (original Counterpart) intended for signing.
- (13) The Performance and Payment Bond is generally of the type that will be required, but it is subject to such modification in form as may be required by the Solicitor of the Local Authority.

AFFIDAVIT
(Prime Bidder)

State of New Jersey)
County of Union) : SS

Carlos A. Amaral being first duly sworn, deposes and says:

That he is President of Cedar Contracting Co., Inc. the
(a partner or officer of the firm of, etc.)
party making the foregoing proposal or bid, that such proposal or bid is genuine and not
collusive or sham, that said bidder has not colluded, conspired, connived or agreed,
directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from
bidding and has not in any manner, directly or indirectly, sought by agreement or
collusion, or communication or conference with any person, to fix the bid price of affiant
or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that
of any other bidder, or to secure any advantage against the HOUSING AUTHORITY OF
THE CITY OF BAYONNE or any person interested in the proposed contract; and
That all statements in said proposal or bid are true.



Signature of: Carlos A. Amaral, President
Bidder, if the bidder is an
individual;
Partner, if the bidder is
a partnership;
Officer, if the bidder is a
corporation.

Subscribed and sworn to before me
this 14TH day of JUNE, 2024

Michelle Halko
My commission expires _____

MICHELLE HALKO
Notary Public, State of New Jersey
Comm. # 2424491
My Commission Expires 8/27/2027

BID No.

Housing Authority City of Bayonne

at

Bayonne, NJ

BIDDER'S AFFIDAVIT

[This Affidavit is part of the Proposal]

STATE OF NEW JERSEY)

) :ss

COUNTY OF Union
(Fill In)

Carlos A. Amaral being duly sworn, deposes and says
that he resides at 10 Sherbrooke Dr., Lincoln Park, NJ that he is the
07035

President who signed the above Bid or _____ [Give
Title]

Proposal, that he was duly authorized to sign and that the proposal is the true
offer of the Proposer, that the seal attached is the seal of the Proposer and
that all the declarations and statements contained in the Proposal are true to
the best of his knowledge and belief.

Subscribed and sworn to before me
at 621 N. Union Ave., Hillside
on this 14th day of June 2024


Signature of Proposer [Seal]

Michelle Halko
[Notary Public]

My commission expires **MICHELLE HALKO**
Notary Public, State of New Jersey
Comm. # 2424491
My Commission Expires 8/27/2027

Qualifications Questionnaire

The Housing Authority of the City of Bayonne

Bid for: Concrete and Curb repairs as needed.

Name of Bidder: Cedar Contracting Co., Inc.

Address: 621 N. Union Ave., Hillside, NJ 07205

1. How many years have you been in the Construction business?
35 Yr.

2. How long has your company been in business?
35 Yr.

3. What type of equipment do you own that is available and intended for this project?
Backhoes, Trucks, Form Trucks, Skid Steer

4. Have you ever failed to complete any work awarded to you?
NO If yes explain. _____

5. Are you going to have the same Workers at all times, performing the work required? Yes

6. How available are you, in case an issue comes up on site?
Available at all times

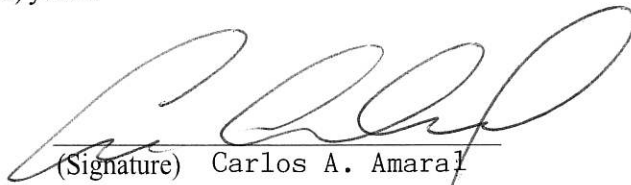
AFFIRMATIVE ACTION AFFIDAVIT

Pursuant to the regulations promulgated by the Affirmative Action of the State of New Jersey in accordance with Laws of Public Law 1975, Chapter 127 and all its latest amendments stated in the Circulars of the Secretary of the Treasury of the State of New Jersey, as are included with these specifications, contractors furnishing goods or services to the Authority must agree, where applicable, to the following:

During the performance of this contract, the contractor agrees as follows:

1. To comply with all the regulations of Affirmative Action Laws of the State of New Jersey, Public Law 1975, Chapter 127.
2. To comply will all requirements stated in (N.J.A.C. 17:27) a memorandum entitled "Affirmative Action Requirements for Public Agencies in the Awarding of Contracts" (the "Memorandum").
3. To comply with all requirements of a Notice and explanation of certain revisions to Exhibit B, Mandatory Affirmative Action Language: Construction Contractors (the "Notice").

The undersigned hereby states, have fully read and agrees to comply with the above, and is familiar with the regulations described therein and will furnish further information if requested by the Authority confirming the compliance with above stated regulations. I am also aware that if the firm of Cedar Contracting Co., Inc. does not comply with Public Laws 1975, Chapter 127 and the rules and regulations issued pursuant thereto that no monies will be paid by the Authority and that the firm of Cedar Contracting Co., Inc. may be debarred from all public contracts for a period of up to five (5) years.



(Signature) Carlos A. Amaral
June 14, 2024

President

Title:
(Sole Proprietor, General Partner
of Corporate Officer)

Subscribed and sworn to before me
This 14TH day of JUNE, 2024
Michelle Halko



My commission expires

EXHIBIT B

P.L. 1975, C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment, because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- e. When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action Office may, in their discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Affirmative Action Office is satisfied that the contractor is employing

workers provided by the union and provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L.1975, c.127, as amended and supplemented from time to time. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with union for a construction trade, the contractor or subcontractor shall, within three days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c.127, as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority and female workers consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (B) below; and the contractor or subcontractor further agrees to immediately take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.

- (B) If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
 - (1) To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;

 - (2) To notify any minority and female workers who have been listed with it as awaiting available vacancies;

 - (3) Prior to commencement of work, to request the local construction trade

union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;

- (4) To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to layoff some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor on any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c.127;
- (6) To adhere to the following procedure when minority and female workers apply or are referred to the contractor or subcontractor:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualifications lower than that required, the contractor or subcontractor shall determine qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker's skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these regulations. All of the requirements of this paragraph, however are limited by the provisions of (C) below.
 - (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment

goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and to the Affirmative Action Office.

(7) To keep complete and accurate record of all requests made for referral of workers in any trade covered by the contract and on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) preceding provision shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall agreement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for the admission, pursuant to such agreement or arrangement; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to said provisions (B) without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also the contractor or subcontractor agrees that, in implementing the procedures of the preceding provisions (B) it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

(D) The contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than 3 days after signing a construction contract; provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than 14 days; and to submit a copy of the Monthly Project Manning Report once a month (by the seventh work day of each month) thereafter for the duration of this contract to the Affirmative Action Office and to the Public

Agency Compliance Officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off- the-job programs for outreach and training of minority and female trainees employed on the construction projects.

- (E) The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the affirmative action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C, 17:27).

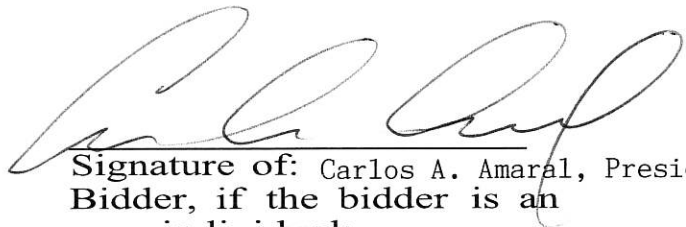
Form of Voluntary Act and Deed Acknowledgment

A F F I D A V I T
(Prime Bidder)

State of New Jersey)
) : SS
County of Union)

Carlos A. Amaral being first duly sworn,
deposes and says:

That he is President of the
[a partner or officer of the firm of, etc.]
party making the foregoing proposal or bid, and that the
Officers of Cedar Contracting Co., Inc. of the party making
[partners or officers of the firm of, etc.]
the foregoing proposal or bid have voted to present their bid
proposal to the HOUSING AUTHORITY OF THE CITY OF BAYONNE as their
own voluntary act and deed.



Signature of: Carlos A. Amaral, President
Bidder, if the bidder is an
individual;
Partner, if the bidder is a
partnership;
Officer, if the bidder is a
corporation.

Subscribed and sworn to before me
this 14 TH day of JUNE 2024

Michelle Halko

MICHELLE HALKO
Notary Public, State of New Jersey
Comm. # 2424491
My Commission Expires 8/27/2027

my commission expires _____ 20_____

FORM OF SUBCONTRACTOR CERTIFICATE

In accordance with N.J.S.A. 40A: 11-16, provide the following documentation and/or information when submitting the bid. Failure to provide Business Registration Certificate information may render a bidder's bid proposal unresponsive. However, the authority can determine that the Business Registration Certificate information required by this form can be provided subsequently. Failure to provide all other information required by this form shall render a bidder's proposal unresponsive and shall constitute a fatal defect that shall cause the bid to be rejected.

AFFIDAVIT
(Prime Bidder)

State of New Jersey)
County of Union) : SS

Carlos A. Amaral being first duly sworn, deposes and says:
That he is President (a partner or officer of the firm of, etc.) of
the party making the foregoing proposal or bid, and that in preparing the foregoing proposal
or bid has solicited and received price quotes for the following subcontracted work:

1. PLUMBING, GAS FITTING AND ALL KINDRED WORK

Name of Subcontractor: NONE
Address: _____
Phone: _____
N.J. License# (if applicable): _____
Name of Licensee (if applicable): _____
Scope of work for which price quote was submitted: _____

2. STEAM POWER PLANTS, STEAM AND HOT WATER HEATING
AND VENTILATING APPARATUS AND ALL KINDRED WORK

Name of Subcontractor: NONE
Address: _____
Phone: _____
N.J. License# (if applicable): _____
Name of Licensee (if applicable): _____
Scope of work for which price quote was submitted: _____

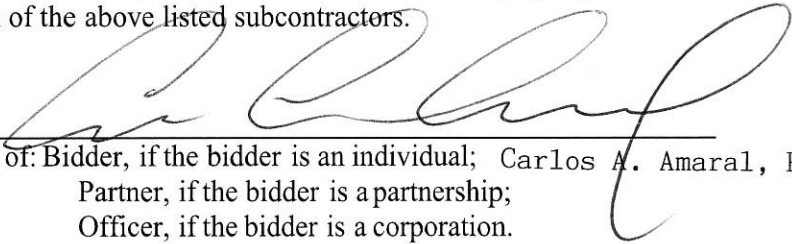
3. ELECTRICAL WORK

Name of Subcontractor: NONE
Address: _____
Phone: _____
N.J. License# (if applicable): _____
Name of Licensee (if applicable): _____
Scope of work for which price quote was submitted: _____

4. STRUCTURAL STEEL AND ORNAMENTAL IRON WORK

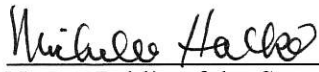
Name of Subcontractor: NONE
Address: _____
Phone: _____
N.J. License# (if applicable): _____
Name of Licensee (if applicable): _____
Scope of work for which price quote was submitted: _____

The bidder further states that, if awarded a contract for this project, the bidder shall award a contract to each of the above listed subcontractors.



Signature of: Bidder, if the bidder is an individual; Carlos A. Amaral, President
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

Subscribed to and sworn before me
this 14TH day of JUNE, 2024.



Notary Public of the State
of NEW JERSEY



My commission expires _____, 20____.

NOTE: Due to the nature of this bid, ordiuarily, there will be no sub-contactors for this contract. However, this form is required by law and should be submitted, indicating "none" for each category for which there is no sub-contractor.

U.S. Department of
Housing and Urban
Development
Office of Public and Indian Housing

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the General Conditions of the Contract for Construction). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/ IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equip- ment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

(1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e (b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

Previous Participation Certification

OMB Approval No 2502-0118

**U.S. Department of Housing
and Urban Development**

Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders
Public and Indian Housing Programs**

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

CARLOS A. AMARAL [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a) 2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

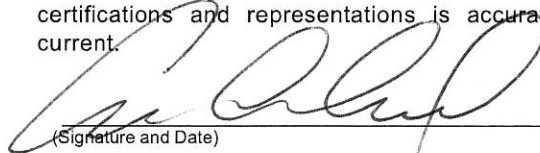
(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.



6/14/24

(Signature and Date)

Carlos A. Amaral, President

(Typed or Printed Name)

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

Name)

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority. Address)
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**SPECIFICATIONS FOR CONCRETE AND CURB REPLACEMENT AS NEEDED
HOUSING AUTHORITY OF THE CITY OF BAYONNE**

SCOPE OF WORK

The purpose of this request for Bids is to provide a contractual Agreement for Concrete and Curb Removal and Replacement at the Authority's discretion. The Authority reserves the right to renew the successful bidder's one (1) year contract, at the Authority's sole option, for up to another two years. This can be awarded at one year intervals, at the same price originally bid by the successful bidder.

IN CALCULATING THE BID BOND OF 10%, PLEASE UTILIZE FIGURES OF 15,000 SQUARE FEET OF CONCRETE AND 250 LINIER FEET OF CURBING. PLEASE NOTE THAT THE 15,000 AND 250 LINIER FEET ARE ONLY APPROXIMATE QUANTITIES AND NOT THE ACTUAL AMOUNT WHICH WILL BE REQUIRED.

COMPLETION OF WORK

Work will be done only on regular workdays of the Housing Authority, Monday through Friday, 8:00A.M. to 4:00PM and not on days that are on the holiday schedule of the Housing Authority.

TECHNICAL SPECIFICATIONS

Contractor shall follow City of Bayonne Ordinance **Chapter 25 Streets and Sidewalks** first and foremost. (Attachment A - <https://ecode360.com/35727325>)

*Regarding City of Bayonne Ordinance **Chapter 25 Section 25-1.2 Permit Application**: Contractor may refer to the Bayonne Police Department's Work Site Guidelines and Information referenced below.*

Where otherwise unstated in the City of Bayonne Ordinance Chapter 25, Contractor shall follow New Jersey Department of Transportation Standard Specifications **Section 606 – Sidewalks, Driveways, and Island & Section 607 - Curb.**

(Attachment B - <https://www.nj.gov/transportation/eng/specs/2019/Division.shtml>)

Contractor shall follow **Work Site Guidelines and Information** issued by the Bayonne Police Department. (Attachment C - <https://www.bayonnepd.com/worksite.htm>)

Contractor shall supply all materials, labor, equipment, insurance, permits and comply with the Bayonne Police Force Work site Evaluation Safety Procedure necessary to execute the work described herein. All grass areas damaged due to the nature of the work shall be reseeded and top soil repaired. Contractor shall have a minimum of three (3) years prior verifiable professional Concrete repair and finishing experience.

These specifications are intended to guide the Contractor on how the work is to be done, and materials and equipment to be used. Should any work or materials be required, which is not specified herein, but which is nevertheless necessary for the proper execution of this job, such work, equipment and material shall be provided by the Contractor as they were specified, without any additional compensation.

FAIR AND OPEN PROCESS

It is the intent and purpose of the Authority that this Invitation to Bid shall comply with the Fair and Open Process, as established and further defined by N.J.S.A. 19:44A-20.7. The Invitation to Bid has been publicly advertised in a newspaper of general circulation in the City of Bayonne, sufficiently in advance to give notice to those who might respond. The Invitation to Bid and the contract to be awarded as a result of the Invitation to Bid process reflect the written criteria established in the Invitation to Bid. The responses to the Invitation to Bid will be publicly opened and announced when received and awarded.

Since this Invitation to Bid is conducted in accordance with the N.J.S.A. 19:44A-20.7 as a Fair and Open Process, the provisions of N.J.S.A. 19:44A-20.5 and N.J.S.A. 19:44A-20.26, as to campaign contributions, and their impact upon a contract with the Authority, do not apply to this Invitation to Bid and the contract to be awarded hereunder.

CONTRACTOR PAYMENTS

The bid is based on the cost per square foot of Concrete and linear foot of Concrete Curbing. Payment to contractor will be based on the total square footage completed and deemed acceptable by the Housing Authority each month.

TOTAL BID

The total is based on the cost per square foot of Concrete and Linear foot of Curbing.

CONTRACTOR MUST ASSURE THAT ALL MATERIALS UTILIZED ARE APPROVED BY ENVIRONMENTAL AGENCIES.

**BIDDER CERTIFICATION AND/OR ACKNOWLEDGEMENT OF THE COMPLIANCE
WITH NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

In accordance with P.L. 2004, c. 57, as amended by P.L. 2009, c. 315, provide the following documentation and information when submitting a bid. Failure to provide such information could be deemed unresponsive, but the Authority at its sole option and discretion can determine to permit the contractor determined to be the lowest responsible bidder to provide the information prior to the time a contract is executed.

The undersigning bidder hereby certifies and/or acknowledges as follows:

1. The term "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof. The term "Contractor" means a business organization that seeks to enter, or has entered into, a contract to provide goods or services or to construct a construction project with the Housing Authority of the City of Bayonne (the "Authority"), a public agency. As used herein, references to the term "Contractor" shall include the bidder. The term "subcontractor" means any business organization that is not the contractor that knowingly provides goods or services issued by the Housing Authority.

2. The bidder has complied with or will before executing a contract comply with the business registration provisions of N.J.S.A. 52:32-44 and, in particular, certifies that it has or will either (check one):

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Obtained a Business Registration Certificate from the State of New Jersey, Department of Treasury, and provided to the Authority a true copy of said Certificate; or |
| <input type="checkbox"/> | Obtained a Certificate of Registration for Individuals Contracting with Public Agencies for the State of New Jersey, Department of Treasury, and provided to the Authority a true copy of said Certificate. |

3. No contract shall be entered into by the Authority unless the contractor provides a copy of its business registration certificate prior to the time a contract is executed.

4. The requirement of proof of business registration extends down through to include all of the contractor's subcontractors required to have been disclosed to the Authority in the accompanying subcontractors certificate.

5. No contract with any such subcontractor shall be entered into by any contractor under any contract with the Authority unless the subcontractor first provides proof of valid business registration as indicated herein.
6. The Authority shall file all business registrations received by it with other procurement documents related to the contract.
7. A contract entered into by the Authority with the contractor, or the contractor with a subcontractor, shall include the following provisions:
 - (a) No contract shall be entered into by the Authority unless the contractor provides a copy of its business registration certificate.
 - (b) The Authority shall not be responsible for the contractor's failure to comply with any of the requirements of P.L. 2004, c. 57 (amending Section 1 P.L. 2001, c. 134 (C52:32-44));
 - (c) The contractor shall maintain and submit to the Authority a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for the construction of a construction project under the contract.
 - (d) The contractor must notify subcontractors by written notice to comply with the following:
 - (i) A Subcontractor who is listed on the Subcontractor Certificate Form, which form is part of this contract, shall provide a copy of its business registration to the contractor, who shall forward it to the Authority prior to the time a contract between the contractor and the Authority is executed.
 - (ii) No contract with a subcontractor described in (i) shall be entered into by any contractor under this contract with the Authority unless the subcontractor first provides proof of valid business registration.
 - (iii) The Authority shall file all business registrations received by it with other procurement documents related to this contract.
 - (e) The contractor, or the contractor with the subcontractor and each of their affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c.30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State. For this purpose, an "affiliate" means any entity that: (a) directly, indirectly,

or constructively controls another entity; (b) is directly, indirectly, or constructively controlled by another entity; or (c) is subject to the control of a conunon entity. An entity controls another entity if it owns, directly, or individually, more than 50% of the ownership interest in that entity.

8. A Business organization that fails to provide a copy of a business registration as required pursuant N.J.S.A. 52:32-44 or N.J.S.A. 5:12-92 or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with the Authority.

Cedar Contracting Co., Inc.

Name of Bidder

Attested or Witnesses by:



Michelle Halko

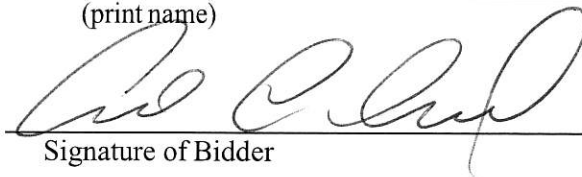
621 N. Union Ave.

Hillside, NJ 07205

Address of Bidder

By: Carlos A. Amaral

(print name)



Signature of Bidder

President

Title

Dated: 6/14, 2024

Chapter 25 Streets and Sidewalks

§ 25-1 STREET AND SIDEWALK OPENINGS.

§ 25-1.1 Permit Required.

[Ord. No. O-10-33; Ord. No. O-14-38]

No person shall disturb, remove or break the pavement in any street, sidewalk, driveway, apron, curb or gutter within the public right-of-way in the City nor make an excavation in any street, sidewalk, driveway, apron, curb or gutter within the public right-of-way in the City without having first obtained a permit pursuant to this chapter.

Street is defined as any road, highway, public way, public alley, easement, or other right-of-way accepted or maintained by the City as a public street, as well as any State or County road or highway over which the City has acquired jurisdiction by agreement.

§ 25-1.2 Application.

[Ord. No. O-10-33; Ord. No. O-14-38]

Application for a permit shall be made on forms supplied by the City Engineer and shall include the name and address of the applicant; the name and address of the contractor; two emergency telephone numbers; the nature, location and purpose of the excavation; the dimensions of the proposed disturbance including the length, width and overall area expressed in square feet; the date of the commencement of the work; and the approximate completion date. The contractor shall maintain minimum clearance from gas, water, telephone or other facilities so such utilities will not be damaged or existing services impaired. In addition, where the street or sidewalk will be obstructed, the applicant shall submit a plan in accordance with Section 25-3 of this chapter for the safe movement of traffic and pedestrians.^[1]

The permit shall be issued by the Building Division under the direction of the City Engineer. Permits are valid for 180 days from the date of issuance, unless otherwise noted on the permit in writing. The validity of the permit may be extended, in the City Engineer's sole discretion, if so requested, in writing, by the applicant prior to the expiration of the permit or any previously granted extension thereof, for such additional periods as requested by the applicant. The City Engineer may, in the City Engineer's sole discretion, approve an extension of a permit's termination date subject to conditions and/or limitations or deny the extension and declare said permit to be null and void as of the termination date set forth on the original permit or any extension thereof.

[1] *Editor's Note: The power to regulate excavation and construction in the public streets is contained in N.J.S.A. 40:67-1. The power to provide specifications for street and sidewalk construction is part of the general police power, N.J.S.A. 40:48-2 and N.J.S.A. 40:69A-29, 30.*

Prior ordinance history includes portions of 1972 Code §§ 6-5, 18-1.1—18-1.16, 18-2.1 — 18-2.6, 18-3.1 — 18-3.9 and Ordinance Nos. O-00-44, O-00-48, O-07-09, O-88-24, and O-09-28.

§ 25-1.3 Fees.

[Ord. No. O-10-33]

- a. Fees. Before any permit is issued construction, repair, or maintenance work in public streets by the City Engineer, a fee shall be paid by the applicant to cover the cost of inspections, services, materials, and labor necessary for the proper control of such work by the City. There shall be paid with the application for a permit a fee calculated on the basis of the following:
 1. Roadway, sidewalk and driveway opening and excavation:
 - Up to and including 100 square feet - \$50.

Over 100 square feet - \$50 plus \$1 per square foot in excess of 100 square feet.

2. Sidewalk and driveway construction (no excavation):
 - Up to and including 400 square feet - \$50.
 - Over 400 square feet but less than 1,000 square feet - \$80.
 - 1,000 square feet or more - \$100.
 3. Curb reconstruction, \$3 per linear foot.
 - Curb cut per linear foot - \$5.
 4. Obstructing roadways — \$35 for first day of obstruction plus \$15 per day thereafter.
- b. Proper Ground Restoration for Street Openings. No permit for excavation or construction in a roadway shall be issued unless and until the applicant therefor has paid a ground restoration fee to be determined annually by the City Engineer based on the current street restoration contract rates or on the rates as published by the New Jersey Department of Transportation. Such ground restoration fees shall be maintained in an appropriate City fund for the general purpose of street and roadway repair, restoration, and resurfacing.
- c. Maintenance Bond. No permit for excavation or construction in a street shall be issued until the applicant has filed a bond in the amount of \$1,500 for a two-year period. The bond shall be executed by the applicant as principal and a surety company licensed to do business in the State of New Jersey as surety and shall be conditioned as follows:
1. To indemnify and hold harmless the City from all loss, damage, claim, or expense resulting from any work done by the applicant under the permit.
 2. To indemnify the City for any expense incurred in enforcing any of the provisions of this chapter.
 3. To guarantee completion of the permitted work according to the provisions of this chapter.
 4. The applicant may post a cash bond with the City in lieu of a surety bond, cash, cashier's check, certified check, or money order made payable to the City of Bayonne shall be acceptable, and such funds shall be held in the City of Bayonne escrow account.
 5. The City Engineer may waive the requirements of surety in the case of public utilities.
 6. One bond may be accepted to cover more than one excavation by the same applicant, subject to the determination of the City Engineer that the City is adequately protected against default by the applicant.
 7. No permit shall be issued for any street opening or street access opening permit until the applicant has filed with the City Engineer a certificate of insurance or a public liability insurance policy in at least the minimum amounts of \$100,000/\$300,000 for bodily injury or death and \$50,000 for property damage, issued by an insurance company licensed to do business in the State of New Jersey and indemnifying and protecting the City of Bayonne from all liability by reason of property damage or personal injuries or death which may result or may be claimed as a result of any accident occurring at the point of opening or related thereto. In all cases, the City shall be named as an additional insured on such policy.
- d. Street Opening Inspection After Close of Business Hours. In the event that a contractor, person or entity should request that the City inspect a roadway opening after 4:30 p.m., said request must be made, in writing, on a form provided by the City Engineer, by 3:00 p.m. on the date of the inspection and the request must be accompanied by a payment in escrow equivalent to \$75 per hour for each hour deemed necessary by the City Engineer to effectuate the after hours inspection.

§ 25-1.4 Public Utilities.

[1972 Code § 18-1.4; Ord. No. O-10-33]

- a. No public or private utility corporation, with the exception of the Bayonne Municipal Utilities Authority (BMUA)^[1] which shall be exempt from the provisions of this chapter, shall lay, repair, alter, change, or remove any of its lines, conduits, pipes, structures, fixtures, poles, wires, tracks, or other services nor in any way disturb the surface, sidewalk, curb, or pavement of any public street of the City without first making proper application for permission to do so to the City Engineer. Such application shall be accompanied by a detailed description of the work intended to be done and maps, plans, or drawings showing the exact location and details of the work. Upon approval of the application, the City Engineer may issue a permit for the work applied for upon payment of the fees set forth in subsection 25-1.3 of this chapter.
^[1] *Editor's Note: Effective 12-31-2016 the Municipal Utilities Authority is dissolved by Ord. No. O-16-48. See Section 2-29.*
- b. Plans describing installation to be submitted upon request. Any public or private corporation having any lines, conduits, pipes, structures, fixtures, poles, wires, tracks, or other services in the streets of the City shall, upon the request of the City Engineer, within 30 days, send to him a plan showing and describing all its installations in the public streets of the city.
- c. Replacement of Pavement, Supervision of Work. Any public or private utility corporation disturbing the surface, sidewalk, curb, or pavement of any street in the City shall replace or repair such disturbed areas at its expense and without undue delay in accordance with the requirements of the City Engineer, and such work shall be under his supervision or under that of any other duly authorized agent of the City.
- d. A public utility, as defined in N.J.S.A. 48:2-13, may make remittances covering deposits as are required by subsection 25-1.3 on a monthly basis instead of with each permit application. In the event of any emergency, a public utility may make necessary street openings and repairs prior to obtaining a permit; provided a permit shall be obtained by it within 48 hours after the opening is made; and provided further that the public utility shall file with the City Clerk its bond in the sum of \$5,000 conditioned upon the payment of all permit fees due from it to the City.

§ 25-1.5 Supervision of Work.

[Ord. No. O-10-33]

No street opening, removal of pavement or sidewalk or excavation shall be made in any public street unless at the commencement thereof and for so long as the City Engineer shall require, the work is done in the presence and under the supervision of the City Engineer or his designee. This subsection shall not apply to work done by a public utility during a period of emergency.

§ 25-1.6 Excavation Placard.

[Ord. No. O-10-33]

The Building Division shall provide each contractor, at the time a permit is issued thereunder, a suitable placard plainly written or printed in English letters at least one inch high with the following notice:

"City of Bayonne, Excavation Permit No. _____ issued to _____ on the _____ day of _____, 20____."

It shall be the duty of any contractor hereunder to keep the placard posted in a conspicuous place at the site of the excavation work. It shall be unlawful for any person to exhibit such placard at or about any excavation not covered by such permit or to misrepresent the number of the permit or the date of its issuance.

§ 25-1.7 Sidewalk Specifications.

[Ord. No. O-10-33]

Sidewalks shall be constructed in accordance with the provisions of subsection 25-2.4a of this chapter.

§ 25-1.8 Driveway Specifications.

[Ord. No. O-10-33]

Driveways shall be constructed in accordance with the provisions of subsection 25-2.4b of this chapter.

§ 25-1.9 Street Specifications/Road Surface.

[Ord. No. O-10-33; amended 1-15-2020 by Ord. No. O-20-01]

The contractor or permittee, upon satisfactory completion of the backfill operation, shall replace the road surface in kind or provide a minimum roadway thickness consisting of six inches of quarry process stone, six inches of hot mix asphalt 19M64 base course and two inches of hot mix asphalt 9.5M64 surface course, whichever is greater.

§ 25-1.10 Barricading and Closure of the Excavation.

[Ord. No. O-10-33]

- a. All openings and excavations shall be properly guarded at all times. Under no conditions is tunneling allowed. All construction material, debris, equipment, and machinery shall be removed immediately or properly guarded to protect the public. All barricades and traffic control devices shall conform to the latest edition of the "Manual on Uniform Traffic Control Devices" and must be properly maintained during the construction.
- b. Sidewalk and Driveway Areas. All excavations in sidewalk and driveway areas must be properly backfilled, maintained and the original surface replaced.
- c. Street Areas. All excavations in the street must be properly backfilled and maintained in accordance with subsection 25-1.12 of this chapter or as otherwise specified by the City Engineer.

§ 25-1.11 Encroachment.

[Ord. No. O-10-33]

Temporary encroachments, for the purpose of temporary storage of construction materials, shall not extend beyond the curblin more than $\frac{2}{5}$ on the entire width of the roadway or beyond the property line in length, nor shall this temporary encroachment in any case obstruct the passage of vehicles at any time. The sidewalk for the full width of six feet shall be kept free of obstructions, the gutter properly bridged and kept entirely free for the passage of storm water and obstruction left in the street overnight shall be guarded with lighted red lanterns placed not more than 10 feet apart which shall be kept burning between the hours of sunset and sunrise. Other properly lighted lamps shall be placed to light obstructions occupying the sidewalk.

No mortar or other construction materials in which water is an ingredient shall be mixed or retained in any street or public place in anything except a watertight receptacle.

§ 25-1.12 Standard Specifications.

[Ord. No. O-10-33]

All substructure excavations and street and sidewalk repairs shall be performed in accordance with New Jersey State Department of Transportation Standard Specifications for Road and Bridge

Construction, as may be amended and as may be required by subsection 25-2.4 of this Code.

§ 25-1.13 Backfilling and Temporary Paving.

[Ord. No. O-10-33]

The contractor or permittee shall completely backfill the excavation and the trench with quarry process stone, dense graded aggregate or other material, acceptable to the City Engineer, and shall remove excess material from the premises. Tamping shall be employed and the material shall be placed in layers not exceeding six inches in thickness, moistened if directed, and each layer, shall be energetically tamped until thoroughly compacted. Longitudinal ditches may be compacted by rolling with a suitable heavy mechanical self-powered roller. Dual-tired trucks shall not be used for this purpose. Trenches may not be flushed except under specific permission of the City Engineer. If for any reason immediate replacement of permanent pavement is not feasible, the excavation shall be backfilled and consolidated as specified above, after which not less than three inches bituminous stabilized base course, when available, or cold patch shall be placed in accordance with New Jersey State Department of Transportation Standard Specifications No. 3.2A1. The City Engineer shall determine whether the immediate replacement of permanent pavement is not feasible.

§ 25-1.14 Restoration of Bituminous Macadam Pavement.

[Ord. No. O-10-33]

The permittee shall perform or cause to be performed by a licensed registered contractor all final backfilling and compaction of the excavation, restoration of the surface, and final paving necessitated by the excavation or construction work in accordance with the standards set forth in this chapter.

§ 25-1.15 General Provisions.

[Ord. No. O-10-33]

- a. The City reserves the right to remove and replace any defective work done by the permittee as determined by the City Engineer and charge the actual cost of labor and materials for such removal and replacement to the permittee which cost shall be in addition to the amount the permittee is required to pay pursuant to subsection 25-1.3.
- b. In no event shall any opening or excavation be made in any public street, road or highway within the City which shall be of a greater size or length than can be filled in and completed within 48 hours by the available material and equipment located at the site.
- c. The permittee shall backfill all excavated areas to a grade compatible with the traveled roadway or surrounding area at such time he is not actively working. This shall include nights, weekends and periods of shut down. Trenches shall not remain open overnight under any circumstances. Where special circumstances exist, the City Engineer may, in lieu of backfilling, permit steel plates of sufficient strength to carry traffic or pedestrians safely or may require other measures to protect the general public.
- d. No damage shall be done to any pipes, cables, conduits or other facilities during the work performed under the Road Opening Permit. Notice shall be given beforehand to the utility company maintaining any such pipes, cables or conduits as prescribed by law.
The permittee shall not be authorized to proceed with any road opening until he submits to the City Engineer proof of notification to all utilities.
It is the sole responsibility and duty of the permittee to make such investigation as is necessary in good faith effort to locate all utilities. Issuance of the permit by the City does not approve or disapprove the location of the utilities. The permittee shall have sole responsibility for any damage to utilities, underground or overhead, and shall bear all costs to repair or correct any such damage.
- e. The applicant shall maintain safe pedestrian access to adjacent properties at all times.

- f. All street and sidewalk areas shall be left clean and free of dirt and debris. The entire site affected by the permitted work shall be restored to its original condition at the end of construction.
- g. All excavated materials from the street, sidewalk, driveways and subsurface shall be properly and safely removed and disposed of by the permittee. The City is not obligated to provide a disposal site. If requested, the contractor or permittee shall provide the City with the location of the disposal site and proof that the material has been disposed of in accordance with all applicable regulations.

§ 25-1.16 Certificate of Insurance.

[Ord. No. O-10-33]

Applications for permits required to be issued under the provisions of this section shall be accompanied by evidence of insurance against public liability with limits of at least \$100,000 for one person and \$300,000 for one accident. The insurance policy shall include the City as an additional named assured and the certificate shall be attached to the application and filed therewith.

In the alternative, a contractor applicant may deposit with the Building Division a policy evidencing the issuance of the insurance referred to in the foregoing paragraph. The policy may be for a stated period of time and shall name the City as an additional assured. If the policy is so deposited it will not be necessary for the contractor applicant to submit proof of insurance with each application for a permit.

In lieu of evidence of insurance, a public utility applicant for a permit may file with the Building Division a copy of a self-insurance certificate issued by the Security-Responsibility Bureau of the Department of Law and Public Safety, Motor Vehicle Commission of the State of New Jersey pursuant to N.J.S.A. 39:6-52.

A public utility shall, in addition to filing a self-insurer certificate, file with the Building Division its bond in the sum of \$100,000 containing the condition that it shall defend at its own expense any suit brought against the City and further indemnify and save harmless the City from and against any and all loss, costs or damages or judgment incurred by reason of any damage to any property, injury to any person, or any loss of life resulting from any alleged negligence of the permittee, his agents, employees or contractors in performing the work covered by the permit.

§ 25-1.17 Streets.

[Ord. No. O-10-33]

- a. The City Engineer shall once a year, or as often as may be appropriate, provide to public utility providers and the general public notice of planned work on municipal streets, advising that any work requiring excavation or disruption of pavement within or about those streets will have to be completed prior to the City paving project. Such notice shall state that no street opening permits shall be issued for openings, cuts or excavations in newly paved roads for a period of five years from the completion of the paving project. The notice shall also provide that applications for street opening permits for work to be done prior to the City paving project shall be submitted promptly in order that the work covered by the permit may be completed before paving.

Notice to public utility providers shall be by certified mail. Notice to the public shall be provided by publication in the official newspaper designated by the Municipal Council.

- b. During the five-year period following completion of a City paving project, the subject street shall be classified as a "newly paved street" and no permits shall be issued to open, cut or excavate same unless, in the judgment of the City Engineer an emergency exists which makes it essential that the street opening permit be issued.
- c. Restoration of newly paved streets shall include milling and repaving of such additional area, as determined by the City Engineer, deemed necessary for the repair to blend uniformly with the

adjacent street in accordance with the conditions stated in the permit. The milling and repaving shall be performed by the permittee in accordance with the provisions of subsection 25-1.13. No permit for excavation or construction in a newly paved street shall be issued unless and until the applicant therefor has paid the permit fees including, but not limited to, the proper ground restoration fee as required by subsection 25-1.3.

§ 25-2 SIDEWALK CONSTRUCTION AND REMOVAL.

§ 25-2.1 Permit Required.

[Ord. No. O-10-33]

No person shall construct or remove, or cause to be constructed or removed any sidewalk, driveway, apron, curb or gutter or any part thereof within the right-of-way in the City without first having obtained a permit to do so from the Building Division.

§ 25-2.2 Application Information.

[Ord. No. O-10-33]

Application for a permit under this section shall be made to the Building Division by the owner of the premises or his agent upon forms provided by the City and shall contain the following information:

- a. The name and address of the applicant.
- b. The name and address of the person who is to perform the proposed work, and the name and address of the owner of the property on which the work is to be performed, if other than the applicant.
- c. The location, by street number or otherwise, of the premises where the work is to be done.
- d. The estimated cost of the proposed work.
- e. A line and grade plan may be required at the discretion of the City Engineer if the proposed work is extensive.
- f. Any other information that the City Engineer deems necessary in order to determine whether the work will comply with this chapter.

§ 25-2.3 Fees.

[Ord. No. O-10-33]

Fees shall be charged pursuant to the schedule set forth in subsection 25-1.3 for each permit except that an applicant for a permit under this section shall not be required to pay a ground restoration fee or post a bond or other security. The applicant shall pay the cost of all tests which the City Engineer deems necessary. The fee shall be paid at the time the application is filed, and the cost of all proposed tests shall be paid prior to the issuance of any permit.

§ 25-2.4 Specifications.

[Ord. No. O-10-33]

- a. All sidewalks shall be of Class B concrete as defined by the latest edition of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction. All sidewalks shall be at least 48 inches in width and at least four inches in thickness, and all those of greater width, including handicap ramps, shall be at least five inches in thickness. The sidewalk shall be laid in sections, with open joints to provide against damage from expansion of the concrete. When the sidewalk is laid against the curbing, a 1/2 inch asphaltic felt expansion joint shall be required. A similar expansion joint shall be required wherever the sidewalk is laid

against a masonry structure such as a set of steps, retaining wall or porch. The sections shall not contain more than 25 square feet each inside of scored joint and no more than 100 square feet inside of expansion joints. All concrete sidewalks shall have a rough surface finish to prevent slipperiness and each section shall be laid completely before any part of it has set.

No sidewalk shall have a surface slope exceeding 1/4 inch to one foot horizontal and shall be sloped toward the street to provide positive drainage. All materials and works shall be in accordance with the New Jersey Department of Transportation, Standard Specifications for Road and Bridge Construction and the City specifications on file in the office of the City Engineer.

- b. Concrete driveways shall be the same as specified for concrete sidewalks in paragraph a above, with the exception that the concrete in the driveways shall not be less than six inches in thickness, reinforced with welded steel wire fabric in accordance with New Jersey Department of Transportation Standard Specifications.

Bituminous concrete pavements in driveways shall consist of four inches of quarry-processed stone, or bituminous stabilized base and two inches of bituminous concrete surface course. No pavement shall be placed upon a wet or frozen foundation.

No bituminous concrete pavement shall be laid in the public sidewalk or in the driveway apron under any circumstances.

- c. Any sidewalk or driveway, apron, curb or gutter which is removed shall be promptly replaced in accordance with City specifications.
- d. No concrete sidewalk or driveway apron shall be replaced or covered with blacktop.
- e. Whenever sidewalk and driveway areas are removed, the entire section (up to existing joints in all directions) must be removed and replaced. Whenever a "curb cut" or driveway depression is required, the entire section or sections of curb or gutter shall be removed and replaced. The breaking and recapping of curbing is specifically prohibited.
- f. Anything herein to the contrary notwithstanding, all sidewalks within the designated Special Improvement District (SID) identified in Chapter 10 of these Revised General Ordinances shall be constructed with paver/concrete design in accordance with specifications acceptable to the City Engineer. At the property owner's option, any sidewalk on Broadway not within the Special Improvement District may also be constructed with such paver/concrete design or, alternatively, conform to the specifications set forth in paragraph a above.

§ 25-2.5 Notice Required.

[Ord. No. O-10-33]

The applicant shall notify the City at least 24 hours prior to the time of pouring or laying any sidewalk, driveway apron, curb or gutter so that the Building Division may arrange for adequate inspection and testing. In addition, notice shall be provided at least 24 hours prior to the commencement of work to the occupants of adjacent properties to allow for the removal of personal vehicles and property.

§ 25-2.6 Exception.

[Ord. No. O-10-33]

Subsections 25-2.1 through 25-2.5 shall not apply to the initial installation of sidewalks, driveway aprons, curbs or gutters in a major subdivision where the work is covered by performance guarantees required by the Planning Board.

§ 25-3 RIGHT-OF-WAY OBSTRUCTIONS.

§ 25-3.1 Permit Required.

[Ord. No. O-10-33]

No person shall obstruct any street or sidewalk in the City without having first obtained a permit pursuant to this chapter. An obstruction shall be considered as that occupation of the public right-of-way, streets and sidewalks by way of example, by construction equipment, materials, storage or office trailers, roll-off containers, or in general, any use which denies the free access to the space by the general public for parking, vehicular or pedestrian traffic or other such common use.

§ 25-3.2 Regulation of Pedestrian and Vehicular Traffic.

[Ord. No. O-10-33]

Regulation of obstruction of the flow of pedestrian and vehicular traffic necessitated by construction, maintenance operations or utility work shall be in accordance with the most recent version of the Manual on Uniform Traffic Control Devices. The Manual is available in the Police Department.

§ 25-3.3 Submission of Plan; Preconstruction Meeting.

[Ord. No. O-10-33]

Prior to the issuance of a permit for excavation or construction in or about any public way, including a public street or sidewalk, the applicant shall submit a plan in accordance with the most current Manual on Uniform Traffic Control Devices, for the safe movement of traffic and pedestrians during such period of excavation or construction. Such plans must be approved by the Chief of Police prior to the issuance of the permit. A copy of all permits together with the plans provided pursuant to this section shall be forwarded to the Chief of Police within 24 hours of the issuance of the permit. No work shall be commenced before the transmittal of the plans to the Chief of Police or his designee.

§ 25-3.4 Emergencies.

[Ord. No. O-10-33]

The applicant shall provide with his application form at least two emergency numbers to be called in case of problems at the construction or maintenance site. If, for any reason, emergency contacts cannot be reached, or if the emergency contact person does not respond within one hour to a call from the Police Department or the City Engineer to correct a hazardous situation, the City, through the Police Department or the Office of the City Engineer, will initiate measures to correct the hazardous situation. The reasonable fees for such emergency services performed by the City shall be charged to the applicant and the contractor responsible for the condition.

§ 25-3.5 Hours Permitted.

[Ord. No. O-10-33]

Except for emergency repairs, no roadway obstructions shall be permitted before 8:45 a.m. or after 4:00 p.m. unless the City Engineer in conjunction with the Chief of Police determines that such obstruction will not unduly interfere with normal traffic conditions or that such obstruction is absolutely necessary for the safe completion of the project.

§ 25-3.6 Road Closings and Detours.

[Ord. No. O-10-33]

Total road closings and traffic detours shall not be permitted without the approval of the Chief of Police.

§ 25-3.7 Traffic Directors, When Required.

[Ord. No. O-10-33]

Traffic directors shall be posted at all construction or maintenance sites when determined by the Police Department that same is necessary to provide for the safe and expeditious movement of traffic. The person, contract or utility is responsible for the provisions, maintenance, placement and removal of all required signs, cones and other work zone protection required before, during and upon completion of construction or maintenance operations.

§ 25-3.8 Emergency Excavation or Construction.

[Ord. No. O-10-33]

Any public utility making emergency openings and repairs shall notify the Police Department by telephone prior to commencing work or as soon thereafter as possible.

§ 25-4 MAINTENANCE OF SIDEWALKS AND STREETS.

[Ord. No. O-10-33]

- a. Maintenance of the Sidewalk Between Property Line and Curb. Every owner or person having charge and control of property in the City shall maintain and be responsible for the proper upkeep of that part of the sidewalk between the property line and curb which abuts the property, including corner areas adjacent to corner lots, whether within or without the property line. Such upkeep shall include the proper maintenance and repair of the sidewalk and curb.
- b. Installation and Repair of Construction Between Property and Water and Sewer Lines. Every owner, occupant or person having charge and control of property in the City shall be responsible for proper installation, repair, and upkeep of all connections between their property and the main water line, sanitary sewer line and/or industrial sewer line and all connections between their property and the main storm drain, catch basin, or gutter into which such connections discharge.

§ 25-5 REMOVAL OF SNOW AND ICE.

[Ord. No. O-10-33]

- a. The owner, occupant or tenant of premises abutting or bordering on any street in the City shall remove all snow and ice from the abutting sidewalks of such street or the abutting right-of-way actually used by the public, or in the event of ice which may be so frozen as to make removal impractical, shall cause the same to be thoroughly covered with sand, ashes or salt, within 24 hours of daylight after the same shall fall or be formed thereon.
- b. The owner, occupant or tenant of premises used by the public or business invitees shall remove all snow and ice from the sidewalks, streets, rights-of-way and parking areas used by the public in the transaction of business thereat, and in the event of ice which may be so frozen as to make removal impractical, shall cause the same to be thoroughly covered with sand, salt or ashes, within 24 hours of daylight after the same shall fall or be formed thereon.
- c. No person, including the owner or occupant of any lands or premises abutting or bordering upon any street, shall place, deposit, throw, or shovel any snow or ice into or upon that portion of any such street which has been cleaned, plowed, or shoveled of snow or ice by the City or by any governmental agency or authority or by any public utility having and exercising a franchise or permit to operate autobuses along any streets in the City at any time after said street has been cleaned or plowed as aforesaid.
- d. No owner or occupant of any lands or premises abutting or bordering upon any street shall cause, allow, or permit any person to do or perform any of said conduct prohibited herein.

§ 25-6 ENFORCEMENT.

[Ord. No. O-10-33]

The municipal officials responsible for enforcing this chapter shall be the City Engineer, the Chief of Police, the Health Officer or his agents, the Director of Public Works, the Building Division, and their designated agents and employees.

§ 25-7 FINES AND PENALTIES.

[Ord. No. O-10-33]

Any person who violates this chapter shall, upon conviction in Municipal Court of the first offense thereof, be punished by a minimum fine of \$100 and for the second and all subsequent offenses be punished by a minimum fine of \$250 and a maximum fine of \$1,250 or by imprisonment for a term not exceeding 90 days, or both. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues. The Municipal Court may also impose restitution in an amount equal to the cost of work and materials incurred by the City pursuant to Section 25-8.

§ 25-8 ABATEMENT OF NUISANCES.

[Ord. No. O-10-33]

In addition to the issuance of a complaint returnable in the Municipal Court, the municipal officials responsible for enforcing the provisions of this chapter, upon proper notice and opportunity to cure having been afforded the property, owner, shall have the authority to abate any nuisance or safety hazard in violation of this section including, but not limited to, the removal of equipment, vehicles or material within the street right-of-way; backfilling or otherwise securing open excavations; installing, repairing and up-keeping connections between private property and City water and sewer lines, removal of snow or ice or other impediments in and to the right-of-way and taking such other action as may be necessary to protect the safety of the public. In those instances where authority exists pursuant to New Jersey statutes, rules or regulations, the cost of such work and materials, as nearly as can be ascertained, shall be certified to the Tax Collector as a lien upon the premises and shall be added to, recorded and collected in the same manner as taxes next to be assessed and levied upon such premises.

§ 25-9 OTHER REMEDIES.

[Ord. No. O-10-33]

The imposition and collection of the fine or fines imposed by the provisions of this chapter shall not constitute any bar to the right of the City to collect the costs for abating any nuisance or safety hazard in a civil action at law or in equity.

605.03.03 Repairing Chain-Link Fence

Provide and erect new fabric where required. Provide new fence fabric of the same type as existing fence. If the same fence fabric cannot be provided, obtain RE approval of equivalent. Straighten top rails and posts, or replace as necessary, as determined by the RE. Replace all tension wire and mend all vertical cuts.

Follow the construction requirements for new fence as specified in 605.03.01. Dispose of unusable materials as specified in 201.03.01.H.

605.03.04 Temporary Chain-Link Fence

Before beginning construction operations, erect temporary chain-link fence required to enclose construction areas. Construct temporary fence as specified in 605.03.01. The Contractor may reuse material as approved by the RE.

Maintain temporary fence as directed during construction, and properly dispose of fence as specified in 201.03.01.H after it is no longer required on the Project.

605.04 MEASUREMENT AND PAYMENT

The Department will measure and make payment for Items as follows:

| <i>Item</i> | <i>Pay Unit</i> |
|--|-----------------|
| CHAIN-LINK FENCE, ALUMINUM-COATED STEEL, ___' HIGH | LINEAR FOOT |
| CHAIN-LINK FENCE, PVC-COATED STEEL, ___' HIGH | LINEAR FOOT |
| CHAIN-LINK FENCE, ___' HIGH | LINEAR FOOT |
| GATE, CHAIN-LINK FENCE, ALUMINUM-COATED STEEL, ___' WIDE | UNIT |
| GATE, CHAIN-LINK FENCE, PVC-COATED STEEL, ___' WIDE | UNIT |
| GATE, CHAIN-LINK FENCE, ___' WIDE | UNIT |
| REPAIRING CHAIN-LINK FENCE | LINEAR FOOT |
| TEMPORARY CHAIN-LINK FENCE, ___' HIGH | LINEAR FOOT |

The Department will measure chain-link fence along the bottom line of the fabric, deducting the width of gates.

The Department will measure TEMPORARY CHAIN-LINK FENCE, ___' HIGH by the linear foot, including gates.

The Department will measure REPAIRING CHAIN-LINK FENCE by the linear foot and will compute on the basis of the total length of fence fabric repaired plus the pro-rated quantity of top rails and posts straightened or replaced, tension wire replaced, and vertical cuts mended as follows:

| | |
|---|------------------|
| Per linear foot of top rail replaced..... | 1/5 linear foot |
| Per linear foot of top rail straightened..... | 1/10 linear foot |
| Per unit of post replaced..... | 10 linear feet |
| Per unit of post straightened..... | 5 linear feet |
| Per linear foot of tension wire replaced..... | 1/20 linear foot |
| Per linear foot of vertical cuts mended..... | 1/20 linear foot |

SECTION 606 – SIDEWALKS, DRIVEWAYS, AND ISLANDS

606.01 DESCRIPTION

This Section describes the requirements for constructing HMA sidewalks, driveways, and islands, and concrete sidewalks, driveways, and islands.

606.02 MATERIALS

606.02.01 Materials

Provide materials as specified:

| | |
|------------------------------|---------------|
| Dense-Graded Aggregate | <u>901.10</u> |
|------------------------------|---------------|

| | |
|---------------------------------------|-----------|
| Hot Mix Asphalt (9.5M64) | 902.02 |
| Concrete | 903.03 |
| Curing Materials | 903.10 |
| Reinforcement Steel | 905.01 |
| Welded Wire Reinforcement..... | 905.01.03 |
| Preformed Joint Filler | 914.01 |
| Hot-Poured Joint Sealer, Type 2 | 914.02 |
| Sleeves | 919.10 |
| Detectable Warning Surface | 919.14 |

For driveways, the Contractor may use Class E concrete, as specified in 903.04, in order to open the driveway to traffic in 3 days.

606.02.02 Equipment

Provide equipment as specified:

| | |
|---------------------------------------|---------|
| HMA Compactor | 1003.05 |
| Vibratory Drum Compactor | 1003.06 |
| Bituminous Material Distributor | 1003.07 |
| Sealer Application System | 1003.08 |
| Vibrator | 1005.04 |
| Straightedge | 1008.02 |
| Pavement Saw | 1008.04 |
| Hot-Air Lance | 1008.06 |
| HMA Plant | 1009.01 |
| HMA Trucks | 1009.02 |
| Concrete Batching Plant..... | 1010.01 |
| Concrete Trucks | 1010.02 |

606.03 CONSTRUCTION

606.03.01 HMA Sidewalks, Driveways, and Islands

Excavate as specified in 202.03.03. Obtain RE approval before finishing excavation. If the RE determines that the bottom of the excavation is unstable, undercut, backfill, and compact as directed by the RE.

Place sleeves for signs and delineator posts at locations shown on the Plans. Ensure that sleeves are flush with the finished surface. Fill the sleeves with sand. Immediately before HMA placement, seal the top 1/2 inch with hot-poured joint sealer. Reseal the sleeves when sign or delineator posts are installed.

For sidewalks and islands, construct the base course using DGA as specified in 302.03.01. Construct the HMA course as specified in 401.03.03. Compact using at least 1/2 ton rollers.

For driveways, if directed by the RE, construct a base course using DGA as specified in 302.03.01 to the thickness directed by the RE. Construct the HMA course as specified in 401.03.03. Compact using at least 1/2 ton rollers.

606.03.02 Concrete Sidewalks, Driveways, and Islands

- A. **Underlayer Preparation.** Excavate as specified in 202.03.03. Obtain RE approval before finishing excavation. If the RE determines that the bottom of the excavation is unstable, undercut, backfill, and compact as directed by the RE.
- B. **Forms.** Each time before using, ensure that the forms are thoroughly cleaned and treated with a material that will prevent adherence of the concrete to the forms without discoloring the concrete.
- C. **Sleeves.** When signs or delineators are shown, place sleeves at locations shown on the Plans. Ensure that sleeves are flush with the finished surface. Fill the sleeves with sand. Seal the top 1/2 inch with hot-poured joint sealer immediately after curing concrete. Reseal the sleeves when sign or delineator posts are installed.

- D. Welded Wire Mesh.** When reinforcement is shown for sidewalks and driveways, ensure that the welded wire mesh is free of dirt, detrimental scale, paint, oil, or other foreign substances before placing. Ensure that the welded wire mesh is halfway between the top and bottom surfaces of the concrete.
- E. Expansion Joints.** Construct 1/2 inch wide expansion joints, placed at intervals of approximately 20 feet, with preformed joint filler. If the sidewalk, driveway, or island is constructed on a concrete surface, install expansion joints directly over the expansion joints in the underlying concrete surface. Construct expansion joints around all appurtenances, such as manholes and utility poles, and between new concrete and any fixed structure, such as a curb, walls, buildings, or bridges. Ensure that the expansion joint material extends for the full depth.

Clean the top and ends of expansion joint material of all excess concrete, and trim the expansion joint material slightly below the surface of the concrete.

- F. Placing Concrete.** Obtain RE approval of forms and joint placement before placing concrete. Place concrete according to the limitations specified in 504.03.02.C. To place concrete between November 1 and March 15, submit, to RE for approval, a plan detailing the method of protecting the concrete from salt for at least 30 days after placing. Do not begin placing concrete until this plan is approved. Place concrete across the formed area to minimize rehandling. Ensure that concrete is not discharged into windrows or piles. Continuously place concrete between transverse joints without the use of intermediate bulkheads. To prevent bowing or misalignment of the transverse joints, place concrete simultaneously on both sides of transverse joints without disturbing the joints. Consolidate the concrete by hand spading or using internal mechanical vibrators. If a slab is not completed from transverse joint to transverse joint, remove the incomplete slab and replace. Terminate each day's placement at a transverse joint. If concrete becomes segregated during placement, cease operations and correct handling operations. Protect concrete as specified in 504.03.02.I.

- G. Finishing Concrete.** Strike off the concrete using a transverse template resting upon the side forms to the required cross section. Finish the concrete using floats and straightedges to obtain a smooth surface. When the surface of the concrete is free from water and just before the concrete attains its initial set, texture with a broom. Round edges using an edging tool with a 1/4 inch radius.

Divide the surface into blocks using a grooving tool. Ensure that groove lines coincide with expansion joints. Ensure that the grooves are cut to a depth of at least 1/2 inch. Finish the edges of the grooves using an edging tool with a 1/4 inch radius.

- H. Protection and Curing.** Cure concrete using curing compound as specified in 504.03.02.F. Remove forms as specified in 504.03.02.G. Ensure pedestrians do not use concrete sidewalks, islands, and driveways until 24 hours after finishing. Ensure vehicles and other loads are not placed on sidewalks, islands, and driveways until the concrete has attained compressive strength of 3,000 pounds per square inch, as determined from 2 concrete cylinders field cured according to AASHTO T 23.

- I. Backfilling.** After removing the side forms, backfill the spaces along the edges of sidewalks and driveways with suitable material. Place this material in 5 inch lifts, and compact the layers until firm.

606.03.03 Detectable Warning Surfaces

Clean and dry the designated area where the detectable warning surface will be installed. Install detectable warning surfaces according to the manufacturer's recommendations.

If the detectable warning surface is not integrally colored, apply the detectable warning surface coating according to the manufacturer's recommendation. Evenly broadcast 60 grit over the final wet coat at a rate of 0.07 pounds per square yard for skid resistance.

606.04 MEASUREMENT AND PAYMENT

The Department will measure and make payment for Items as follows:

| <i>Item</i> | <i>Pay Unit</i> |
|--|-----------------|
| HOT MIX ASPHALT SIDEWALK, ___" THICK | SQUARE YARD |
| CONCRETE SIDEWALK, ___" THICK | SQUARE YARD |
| CONCRETE SIDEWALK, REINFORCED, ___" THICK | SQUARE YARD |
| HOT MIX ASPHALT DRIVEWAY, ___" THICK | SQUARE YARD |
| HOT MIX ASPHALT DRIVEWAY, VARIABLE THICKNESS | SQUARE YARD |

| | |
|---|-------------|
| CONCRETE DRIVEWAY, ___" THICK | SQUARE YARD |
| CONCRETE DRIVEWAY, REINFORCED, ___" THICK | SQUARE YARD |
| HOT MIX ASPHALT ISLAND, ___" THICK | SQUARE YARD |
| CONCRETE ISLAND, ___" THICK | SQUARE YARD |
| DETECTABLE WARNING SURFACE | SQUARE YARD |

When the RE directs undercutting of unstable material in the excavation area, the Department will make payment, as specified in 104.03.03, for the additional excavation. The Department will also make payment, as specified in 104.03.03, for the additional bedding if there is not an excess of excavation available.

SECTION 607 – CURB

607.01 DESCRIPTION

This Section describes the requirements for constructing concrete curb, granite curb, and HMA curb, and for resetting granite curb, and for cutting concrete vertical curb.

607.02 MATERIALS

607.02.01 Materials

Provide materials as specified:

| | |
|--------------------------------|------------------|
| Hot Mix Asphalt (9.5M64) | <u>902.02</u> |
| Concrete | <u>903.03</u> |
| Mortar | <u>903.08.01</u> |
| Curing Materials | <u>903.10</u> |
| Reinforcement Steel | <u>905.01</u> |
| Granite Curb..... | <u>910.04</u> |
| Epoxy Waterproofing..... | <u>912.02.02</u> |
| Flexible Delineators | <u>911.03</u> |
| Preformed Joint Filler | <u>914.01</u> |
| Joint Sealer, Hot-Poured | <u>914.02</u> |

For concrete curb at driveways, the Contractor may use Class E concrete, as specified in 903.04, in order to open the driveway to traffic in 3 days.

607.02.02 Equipment

Provide equipment as specified:

| | |
|---------------------------------------|----------------|
| HMA Curb Machine | <u>1003.02</u> |
| Bituminous Material Distributor | <u>1003.07</u> |
| Sealer Application System | <u>1003.08</u> |
| Vibrator..... | <u>1005.04</u> |
| Straightedge | <u>1008.02</u> |
| Concrete Vertical Curb Saw..... | <u>1008.07</u> |
| HMA Plant..... | <u>1009.01</u> |
| HMA Trucks | <u>1009.02</u> |
| Concrete Batching Plant..... | <u>1010.01</u> |
| Concrete Trucks..... | <u>1010.02</u> |

607.03 CONSTRUCTION

607.03.01 Concrete Barrier Curb

- A. Placing Footing.** Excavate as specified in 202.03.03. Shape and compact the underlying material to produce a firm, even surface. Obtain RE approval before finishing excavation. If the RE determines that the bottom of the excavation is unstable, undercut, backfill, and compact as directed by the RE.

Place footing concrete according to the limitations specified in 504.03.02.C. Consolidate the concrete by hand spading or using internal mechanical vibrators. Insert the reinforcement steel into the concrete before initial set. Ensure that it remains perpendicular to the footing until the barrier curb is constructed. Protect concrete as specified in 504.03.02.I.

- B. Constructing Forms.** Each time before using, ensure that the forms are thoroughly cleaned and treated with a material that will prevent adherence of the concrete to the forms without discoloring the concrete. Construct concrete barrier curb in sections that correspond to the transverse joints in the existing or proposed pavement and at most 20 feet in length. Reduce this length where necessary for closures, but do not construct closure sections that are less than 6 feet. Where changes in the size or shape are necessary for variable height barrier curb, ensure that the transition between the sections is gradual.
- C. Installing Joints.** Place 1/2 inch preformed joint filler at the transverse joints and ensure that filler is flush with the top and face of the curb. Install 1/2 inch preformed joint filler between the curb and concrete pavement, and seal the joint with hot-poured joint sealer.
- D. Placing Concrete.** Obtain RE approval of forms and joint placement before placing concrete. Place concrete according to the limitations specified in 504.03.02.C. To place concrete between November 1 to March 15, submit to RE for approval a plan detailing the method of protecting the concrete from salt for at least 30 days after placing. Do not begin placing concrete until this plan is approved.

Place concrete across the formed area to minimize rehandling. Continuously place concrete between transverse joints without the use of intermediate bulkheads. To prevent bowing or misalignment of the transverse joints, place concrete simultaneously on both sides of transverse joints without disturbing the joints.

Consolidate the concrete using internal mechanical vibrators. When required, supplement vibrating by hand spading to ensure proper and adequate consolidation. Provide at least an additional standby vibrating unit for individual concrete placements in excess of 10 cubic yards.

Use vibrators to work the concrete around the reinforcement steel and embedded fixtures and into corners and angles of the forms. Ensure proper vibration of the concrete to avoid honeycombing and voids. Do not use vibrators to move or spread concrete into position. Do not over vibrate concrete.

Place reinforcement steel and sleeves for sign posts while placing concrete, and ensure that they remain in position until the concrete is set.

If a section is not completed from transverse joint to transverse joint, remove the incomplete section and replace. Terminate each day's placement at a transverse joint. Protect concrete as specified in 504.03.02.I.

Fill sleeves for sign or delineator posts installed in barrier curb with sand, and seal the sleeves with hot-poured joint sealer immediately after installation. Reseal the sleeves if and when posts are installed.

- E. Finishing Concrete.** Finish the top of the curb with a wood float and round the top edges. Remove the forms as soon as the concrete holds its shape, and immediately finish joint edges using an edging tool with a radius of 1/4 inch. Remove lips of mortar and irregularities caused by form joints. Using mortar from the barrier concrete placement, patch holes, depressions, voids, and honeycombs to produce a smooth, dense, uniform surface of concrete. Finish the surface of the barrier curb with a steel float and texture with a broom.

If a rigid type of construction is to be made against any exposed surface, leave the exposed surface smooth and uniform to allow free movement of the curb.

- F. Protecting and Curing Concrete.** Immediately after finishing the concrete, apply curing compound as specified in 504.03.02.F.1.

- G. Installing Flexible Delineators.** For delineators located on the right side when facing in the direction of traffic, ensure that the retroreflective sheeting is white. For delineators located on the left side when facing in the direction of traffic, ensure that the retroreflective sheeting is yellow.

Attach flexible delineators, according to the manufacturer's recommendations, 3 inches from the top of the barrier curb. Mount the first flexible delineator at the beginning of the concrete barrier curb section. Mount subsequent delineators every 80 feet. Position each delineator so that the plane face of the center of the reflective area is at an angle of 0 degrees with a line that is perpendicular to the direction of traffic. If the distance between the end of the concrete barrier curb and the adjacent delineator is greater than 40 feet, install a delineator on both sides of the barrier curb opening.

607.03.02 Concrete Vertical Curb and Concrete Sloping Curb

- A. Underlayer Preparation.** Excavate as specified in 202.03.03. Shape and compact the underlying material to produce a firm, even surface. Obtain RE approval before finishing excavation. If the RE determines that the bottom of the excavation is unstable, undercut, backfill, and compact as directed by the RE.
- B. Constructing Forms.** Construct forms as specified in 607.03.01.B.
- C. Installing Joints.** Install joints as specified in 607.03.01.C.
- D. Placing Concrete.** Place concrete for vertical curb and sloping curb as specified in 607.03.01.D, except that consolidation may be achieved by hand spading or internal mechanical vibrators.
- E. Finishing Concrete.** Finish the top and front face of the curb as specified in 607.03.01.E.
- F. Protecting and Curing Concrete.** Immediately after finishing the concrete, apply curing compound as specified in 504.03.02.F.1.
- G. Backfilling Curb.** Backfill and compact using the directed method, as specified in 203.03.02.B.3, against the curb.

607.03.03 Concrete Barrier Curb, Dowelled

- A. Underlayer Preparation.** Remove dirt, bituminous material, and other loose or adhering matter from the surface. Drill holes in the concrete that are between 1/4 inch and 3/4 inch in diameter bigger than the diameter of the reinforcement steel dowel. Set the reinforcement steel dowels in the hole and grout into place.
- B. Constructing Forms.** Construct forms as specified in 607.03.01.B.
- C. Installing Joints.** Locate transverse joints in dowelled curb directly over the transverse joints in the concrete pavement, and over transverse pavement cracks wider than 1/4 inch. Locate additional joints as needed to divide the curb into approximately equal lengths of at most 20 feet. Place 1/2 inch preformed joint filler at transverse joint locations and ensure that it is flush with the top and faces of the curb. Place 1/2 inch preformed joint filler between the curb and concrete pavement, and seal the joint with hot-poured joint sealer.
- D. Placing Concrete.** Place concrete for barrier curb as specified in 607.03.01.D.
- E. Finishing Concrete.** Finish concrete as specified in 607.03.01.E.
- F. Protecting and Curing Concrete.** Immediately after finishing the concrete, apply curing compound as specified in 504.03.02.F.1. Protect the concrete as specified in 504.03.02.I.
- G. Installing Flexible Delineators.** Install flexible delineators as specified in 607.03.01.G.

607.03.04 Concrete Vertical Curb and Concrete Sloping Curb, Dowelled

- A. Underlayer Preparation.** Prepare the underlying surface as specified in 607.03.03.A.
- B. Constructing Forms.** Construct forms as specified in 607.03.01.B.
- C. Installing Joints.** Install joints as specified in 607.03.01.C.
- D. Placing Concrete.** Place concrete for vertical and sloping curb as specified in 607.03.02.D.
- E. Finishing Concrete.** Finish the top and front face of the curb as specified in 607.03.01.E.

F. Protecting and Curing Concrete. Immediately after finishing the concrete, apply curing compound as specified in 504.03.02.F.1.

G. Backfilling Curb. Backfill and compact using the directed method, as specified in 203.03.02.B.3. against the curb.

607.03.05 Granite Curb

Excavate as specified in 202.03.03. Shape and compact the underlying material to produce a firm, even surface. Obtain RE approval before finishing excavation. If the RE determines that the bottom of the excavation is unstable, undercut, backfill, and compact as directed by the RE.

Place footing concrete according to the limitations specified in 504.03.02.C. Consolidate the concrete by hand spading or using internal mechanical vibrators.

Set granite curb in concrete ensuring that the top surface is at the required grade. Ensure that joints are at most 1/4 inch wide for dressed and 3/8 inch wide for quarry-split curb. Point the joints using mortar. Place 1/2 inch preformed joint filler between the granite curb and concrete pavement. Seal with hot-poured joint sealer.

Backfill and compact using the directed method, as specified in 203.03.02.B.3. against the curb.

607.03.06 Reset Granite Curb

Remove granite curb without damaging the existing granite curb sections. Remove the existing foundation and concrete adhering to the granite curb sections to be reset. Reuse concrete as specified in 202.03.03.C.1.

Shape and compact the underlying material to produce a firm, even surface. Remove unstable material and replace it with suitable material. Once placed, compact the replacement underlying material.

Place footing concrete according to the limitations specified in 504.03.02.C. Consolidate the concrete by hand spading or using internal mechanical vibrators.

Reset granite curb. Ensure that joints are at most 1/4 inch wide for dressed and 3/8 inch wide for quarry-split curb. Point the joints using mortar. Place 1/2 inch preformed joint filler between the granite curb and adjacent concrete pavement. Seal with hot-poured joint sealer.

Backfill and compact using the directed method, as specified in 203.03.02.B.3. against the curb.

607.03.07 Hot Mix Asphalt Curb

Clean the surface where the HMA curb will be placed. Construct HMA curb using an HMA curb machine. Where the HMA curb is to be placed on an existing surface that does not have a smooth grade, use a method that provides the required curb line and grade. The Contractor may use side forms.

When short sections of HMA curb with short radii are required, the Contractor may use another method as long as the resulting HMA curb conforms to the curb as produced by the automatic machine.

Perform HMA curb construction in a continuous operation in one direction to eliminate curb joints. However, where conditions prevent a continuous operation, construct joints to ensure a continuous bond between the old and new sections of the HMA curb.

607.03.08 Sawcut Vertical Curb

The RE will determine if the existing concrete vertical curb is suitable for sawcutting. Construct cast in place curb as specified in 607.03.02 if the existing curb exhibits visible cracking or deterioration or both.

Provide a concrete vertical curb saw as specified in 1008.07. Construct erosion control measures as specified in 158.03.02. Set the concrete vertical curb saw height to the desired vertical curb face height. Sawcut the vertical curb to within $\pm 1/2$ inch of the desired curb face dimension. Sawcut grooves as specified in 507.03.02.L to transition height differentials.

Finish the sawcut concrete vertical curb as specified in 607.03.01.E. Seal sawcut concrete with epoxy waterproofing as specified in 504.03.03. Prepare sawcut surface of concrete vertical curb according to manufacturer's directions before applying epoxy waterproofing.

Dispose of cut material as specified in 201.03.01.H.

607.04 MEASUREMENT AND PAYMENT

The Department will measure and make payment for Items as follows:

| <i>Item</i> | <i>Pay Unit</i> |
|---|-----------------|
| ___ " X ___ " CONCRETE BARRIER CURB | LINEAR FOOT |
| ___ " X VARIABLE HEIGHT CONCRETE BARRIER CURB | LINEAR FOOT |
| ___ " X ___ " CONCRETE VERTICAL CURB | LINEAR FOOT |
| ___ " X VARIABLE HEIGHT CONCRETE VERTICAL CURB | LINEAR FOOT |
| ___ " X ___ " CONCRETE SLOPING CURB | LINEAR FOOT |
| ___ " X ___ " CONCRETE BARRIER CURB, DOWELLED | LINEAR FOOT |
| ___ " X VARIABLE HEIGHT CONCRETE BARRIER CURB, DOWELLED | LINEAR FOOT |
| ___ " X ___ " CONCRETE VERTICAL CURB, DOWELLED | LINEAR FOOT |
| ___ " X VARIABLE HEIGHT CONCRETE VERTICAL CURB, DOWELLED | LINEAR FOOT |
| ___ " X ___ " CONCRETE SLOPING CURB, DOWELLED | LINEAR FOOT |
| ___ " X ___ " F SHAPE CONCRETE BARRIER CURB | LINEAR FOOT |
| ___ " X ___ " F SHAPE CONCRETE BARRIER CURB, DOWELLED | LINEAR FOOT |
| ___ " X VARIABLE HEIGHT F SHAPE CONCRETE BARRIER CURB, DOWELLED | LINEAR FOOT |
| ___ " X ___ " HEIGHT F SHAPE CONCRETE BARRIER CURB, DOWELLED | LINEAR FOOT |
| VARIABLE WIDTH X VARIABLE HEIGHT F SHAPE CONCRETE BARRIER CURB | LINEAR FOOT |
| VARIABLE WIDTH X VARIABLE HEIGHT CONCRETE BARRIER CURB | LINEAR FOOT |
| GRANITE CURB | LINEAR FOOT |
| RESET GRANITE CURB | LINEAR FOOT |
| ___ " X ___ " HOT MIX ASPHALT CURB | LINEAR FOOT |
| SAWCUT VERTICAL CURB | LINEAR FOOT |

The Department will measure curb along the face at the gutter line.

SECTION 608 – NON-VEGETATIVE SURFACES

608.01 DESCRIPTION

This Section describes the requirements for constructing non-vegetative surfaces of HMA, color-coated HMA, porous HMA, broken stone, polyester matting, and post-emergent weed control.

608.02 MATERIALS

608.02.01 Materials

Provide materials as specified:

| | |
|---|------------------|
| Broken Stone, Coarse Aggregate (No. 3)..... | <u>901.03</u> |
| Coarse Aggregate (No. 57) | <u>901.03</u> |
| Emulsified Asphalt..... | <u>902.01.02</u> |
| Hot Mix Asphalt (9.5M64)..... | <u>902.02</u> |
| Asphalt-Stabilized Drainage Course..... | <u>902.06</u> |
| Coating for Non-Vegetative Surface..... | <u>912.02.04</u> |
| Herbicides..... | <u>917.09.03</u> |
| Polyester Matting..... | <u>919.15</u> |

Provide Non-Vegetative Surface, Porous HMA conforming to the requirements of Asphalt-Stabilized Drainage Course.

608.02.02 Equipment

Provide equipment as specified:

Work Site Guidelines and Information

The City of Bayonne, by local Ordinance, requires that all persons, contractors or utilities shall comply with the provisions of M.U.T.C.D., the Manual on Uniform Traffic Control Devices. This manual explains how to properly set up and maintain a Work Zone. A Work Zone is set up prior to beginning any work where the flow of pedestrian or vehicular traffic may be affected. The manual may be found online at <https://mutcd.fhwa.dot.gov>. Contractor training in MUTCD is strongly recommended. Go to www.atssa.com for class information or to order a printed MUTCD manual. The City of Bayonne strictly enforces the provisions of M.U.T.C.D. Additionally, go to the bayonnenj.org website for a full posting of city ordinances, specifically Chapters 7 & 25.

Emergency work? Call 201-858-6949

Any work performed on Kennedy Boulevard is additionally subject to Hudson County jurisdiction. Please call Ken Stabile, County Engineer, at **201-369-4340 x4162**

Commercial vehicles over 8000 lbs are prohibited within City limits (7-21). Local truck traffic shall take the most direct route to and from Rt. 440.

Digging? Call 811. A valid One Call ticket shall be presented upon demand

Connecting to a Fire Hydrant? A water meter from Suez must be connected. For this and general inquiries call Linda at 201.215.2789

Need to hire a Police Officer? Call Jobs4Blue at 877.425.8330 at least 48 hours prior to job. **Need to cancel a hired Officer? Changing a scheduled Officer?** This must be done at least **2 hours** prior to job start to avoid a 4 hour charge. **Emergency work or need immediate attention? Call 201-858-6949.** Then submit the Evaluation as you otherwise would. Then call Jobs4Blue if the job requires Police presence. *Note-* Contractors are **solely** responsible for the hiring and scheduling changes / cancellation of Extra-Duty Officers.

Need No Parking signs? Available at the Bayonne Police Traffic Unit Monday to Friday 7am to 2pm. Sign acquisition, posting and maintenance are your responsibility. Signs must be posted and maintained for a minimum of 48 hours prior to the start time of the event without exception. Signs shall not be modified. All signs must be completely and fully removed at the conclusion of the event. Signs will be valid up to a two-day period, with extended periods by special authorization. Go to the Quick Link on our webpage <https://www.bayonnepd.com/> for full details and the application form.

Parking meter at location? Call the Parking Utility at 201-858-6135 to arrange for meter bags to be purchased and installed.

Bayonne Police Traffic Unit at the Bayonne Central Garage
Office Closed Saturday, Sunday and City Holidays
330 Hook Rd, Bayonne NJ 07002
201-858-6963, 6964, 6969 (f) 201-858-6121
traffic @bayonnepd.org

Directions- Hook Rd eastbound from Rt. 440, for ½ mile. Turn right after the gas pumps. Go to end of building, last door on right.

GPS address is 330 New Hook Road Bayonne or

Pin Drop, Plus code - MW43+M9G

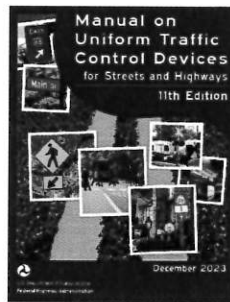


Bayonne Police Department



630 Avenue C, Bayonne, New Jersey 07002

Non-Emergency 201-858-6900

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MUTCD Manual

Do you have work planned that may interfere with the flow of pedestrian or vehicular traffic?

The Bayonne Police Department, through the Traffic Enforcement Unit, has requirements for the documentation and management of these worksites.

FIRST - Review the [Work Site Guideline Sheet](#)

THEN - Before conducting any work, **you must become a Registered Entity** with the Bayonne Police Department. A Contractor Registration Package, consisting of the following, is done once and kept on file. Our documents are in PDF format. They can be typed online and then printed.

1. [Contractor Registration Form](#) - TYPED
2. [Hold Harmless Agreement](#) - TYPED and NOTARIZED
3. Title page of your insurance policy, listing "City of Bayonne, 630 Avenue C, Bayonne, NJ 07002", as a Certificate Holder
4. A CLEAR copy or photograph of an official I.D. (Driver's License, State ID, Passport) for each person listed on the registration form.
5. Print, sign, scan and email these documents to traffic@bayonnepd.org or fax to 201-858-6121.

AFTER YOU HAVE REGISTERED - each individual work site requires a **Police Permit**. Return to this webpage and utilize the online forms posted below for an evaluation request.

[Work Site Evaluation](#) and [Hold Harmless Form](#) (Typed, No Notarization required)

These evaluations are reviewed Monday thru Friday from 7 am to 2 pm two business days prior to work date.

Print, sign, scan and email the documents to traffic@bayonnepd.org or fax to 201-858-6121.

FINALLY - Contact Jobs4Blue @ 877-425-8330 to establish an account in order to hire Police Officers. [Click here](#) for further information about Jobs4Blue. [Bayonne PD Guidance Sheet](#)

Any questions, please call the Traffic Enforcement Unit, during normal business hours at 201-858-6963.

After Hours Emergency Work? Call 201-858-6949 and then complete the above documentation, sending it to the Traffic Unit as you would otherwise.

Site disclaimer: The Bayonne Police Department's website was developed to provide general information.
Data contained at this location is generally not reviewed for legal sufficiency.